



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA ,

Plaintiff,

v.

HELEN KRAMER, et al.,

Defendants.

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Civil No. 89-4340 (JBS)

ORIGINAL FILED

AUG 13 1998

WILLIAM T. WALSH, CLERK

STATE OF NEW JERSEY, DEPARTMENT :
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

v.

ALMO ANTI-POLLUTION SERVICES,
CORP., et al.,

Defendants.

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Civil No. 89-4380 (JBS)

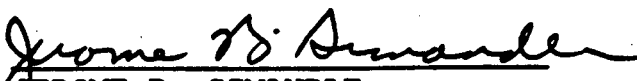
ORDER APPROVING CONSENT DECREE

This matter having come before the Court upon the application of Plaintiff united States for entry of the consent Decree lodged with this Court on May 8, 1998; the Court having considered the request; and for good cause shown for reasons stated in the Oral Opinion of August 7, 1998, and to be stated further in a Memorandum Opinion to be filed in the near future;

IT IS this 13th day of August, 1998, hereby

ORDERED that the settlement embodied in the Consent Decree is fair, reasonable, and in the public interest, and the Consent

Decree accordingly shall be approved and entered as an Order of this Court.


JEROME B. SIMANDLE
U.S. District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

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HELEN KRAMER, et al.,

Defendants.

CIVIL ACTION NO.
89-4340 (JBS)

CONSENT DECREE

TABLE OF CONTENTS

I.	BACKGROUND.	1
II.	JURISDICTION	8
III.	PARTIES BOUND.	8
IV.	DEFINITIONS.	8
V.	THE ERT AND THE QSF TRUST.	14
VI.	REIMBURSEMENT OF RESPONSE COSTS.	15
VII.	FAILURE TO MEET OBLIGATIONS.	20
VIII.	COVENANT NOT TO SUE BY UNITED STATES.	22
IX.	COVENANTS BY SETTLING DEFENDANTS	26
X.	EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION	27
XI.	FIVE-YEAR REVIEWS	28
XII.	SITE ACCESS	29
XIII.	ACCESS TO INFORMATION	30
XIV.	RETENTION OF RECORDS	33
XV.	NOTICES AND SUBMISSIONS.	34
XVI.	RETENTION OF JURISDICTION.	35
XVII.	INTEGRATION/APPENDICES	35
XVIII.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT	36
XIX.	EFFECTIVE DATE	37
XX.	SIGNATORIES/SERVICE.	37

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against various defendants identified in the caption for Civil Action No. 89-4340 (JBS), as set forth in the Third Amended Complaint (the "Federal Direct Defendants").

B. The United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA and the Department of Justice ("DOJ") for response actions in connection with the release or threatened release of hazardous substances at and from the Helen Kramer Landfill Superfund Site ("the Site") in Mantua Township, Gloucester County, New Jersey, together with interest accruing on such costs and a declaration of the liability of the Federal Direct Defendants for further response costs.

C. The State of New Jersey (the "State") also filed a Complaint in this Court against various defendants identified in the caption for Civil Action No. 89-4380 (JBS) (the "State Direct Defendants"), alleging that they are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the Sanitary Landfill Facility Closure and Contingency Fund Act, N.J.S.A. 13:1E-100 et

seq., the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., water quality legislation set forth at N.J.S.A. 23:5-28; the common law of nuisance; the common law of negligence; and strict liability for, inter alia, reimbursement of costs incurred by the State at the Site, reimbursement of future costs to be incurred by the State at the Site, natural resource damages, and performance by the State Direct Defendants of the Operation and Maintenance of the Remedial Action at the Site.

D. Certain of the Federal and State Direct Defendants brought third-party actions against a number of additional parties (the "Third-Party Defendants") seeking contribution for claims of the United States and the State under Section 113 of CERCLA.

E. These cases were consolidated for the limited purposes of coordinated case management and discovery by Case Management Order No. 1, Paragraph 1, on March 5, 1990. Substantial discovery of the Federal Direct Defendants has been taken by the United States, and substantial discovery also has been taken among all the Federal Direct Defendants, State Direct Defendants, and Third-Party Defendants.

F. The United States, on behalf of the federal trustees for natural resources, also has a claim for natural resource damages under Section 107(f) of CERCLA for injury to, destruction of, or loss of natural resources resulting from the release or threat of release of hazardous substances at or from the Site,

including the reasonable costs of assessing such injury, destruction or loss.

G. As part of a Court-supervised settlement process, the Settling Defendants also have provided to a neutral allocator all factual information relating to their liability for response costs at the Site, pursuant to the Settlement Process Protocol entered in this case on August 10, 1991. This information, together with information obtained through discovery in this case, has formed the basis of Settling Defendants' settlement among themselves of their various cross-claims, counter-claims, and third-party claims.

H. The Regional Administrator of EPA, Region II, or her delegate, has agreed to evaluate submissions to be provided by and on behalf of the Settling Defendants herein, in order to determine whether or not certain Settling Defendants may qualify for de minimis settlements pursuant to CERCLA Section 122(g), 42 U.S.C. § 9622(g). This Consent Decree may be amended in the future to provide for such settlements upon appropriate findings by the Regional Administrator pursuant to CERCLA Section 122(g).

I. The United States now agrees to settlement with certain Federal Direct Defendants, State Direct Defendants and Third-Party Defendants identified in Appendix A hereto (collectively the "Settling Defendants") of its cost recovery claims and claims for natural resources damages with respect to the Site, upon the terms stated herein.

J. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. §9622(j)(1), on June 23, 1992, DOJ notified the United States Department of Interior ("DOI") and the National Oceanic and Atmospheric Administration ("NOAA"), the trustees of federal natural resources that may have been injured, destroyed or lost as a result of the release of hazardous substances at and from the Site, of negotiations with potentially responsible parties and DOI and NOAA have agreed to participate in the negotiation of this Consent Decree and to resolve their claims relating to the Site pursuant to the terms and conditions of this Consent Decree.

K. Under a Consent Decree between the State and the Settling Defendants relating to natural resources damages claims developed in consultation with DOI and NOAA and to be lodged shortly with this Court (the "State NRD Consent Decree"), the Settling Defendants have resolved the State's natural resources damages claims, among other things, by acquiring and conveying to the Township of West Deptford, a parcel of real property, now known as the Woodbury Creek parcel, to be preserved and dedicated in perpetuity for passive recreational purposes, as more particularly described and established in the deed of conservation restriction attached to the State NRD Consent Decree as Appendix B. In consideration of the entry by the Settling Defendants into the State NRD Consent Decree, DOI and NOAA have agreed to resolve their natural resource damages claims against the Settling Defendants and to provide the Settling Defendants

with a covenant not to sue with respect to those claims in accordance with the terms and conditions of this Consent Decree.

L. Settling Defendants do not admit any liability to the United States or to anyone else arising out of the transactions or occurrences alleged in the United States' Complaint, as amended, the State's Complaint, or the Third-Party Complaint, as amended, or with respect to any issue dealt with in this Consent Decree. By executing this Consent Decree, the Settling Defendants do not waive any defense based upon their contention that EPA's selection of the remedy for the Site in the ROD or any post-ROD decisions made in connection with the Site were arbitrary and capricious or inconsistent with the NCP.

M. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

N. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, EPA from 1983 to 1986 conducted a Remedial Investigation and Feasibility Study for the Site under 40 C.F.R. § 300.430.

O. EPA provided an opportunity for written and oral comments from the public on the response action proposed for the Site following issuance of the Draft Remedial Investigation and Feasibility Study Report. A copy of EPA's responses to public comments is part of the administrative record for the Site.

P. The decision by EPA on the Remedial Action to be implemented at the Site is embodied in the Record of Decision, executed on September 27, 1985, which the State had a reasonable opportunity to review and on which it concurred. The Record of Decision includes a responsiveness summary to the public comments.

Q. The Remedial Investigation and Feasibility Study Report, the Record of Decision, and other documents relating to EPA's selection of response actions at the Site are available to the public as part of an administrative record that documents the basis upon which the Regional Administrator selected the response action for the Site.

R. On or about May 12, 1994, EPA transferred primary responsibility for Operation and Maintenance of the Site to the State. Under a Consent Decree between the State and the Settling Defendants to be lodged shortly with this Court ("the State Consent Decree"), the Settling Defendants have undertaken to perform the remaining Operation and Maintenance at the Site pursuant to an Operation and Maintenance Plan attached as Appendix C to the State Consent Decree, and any amendments thereto.

S. The purpose of this Consent Decree is: (a) to provide for reimbursement by the Settling Work Defendants of certain response costs of the United States incurred at or in connection with the Site, together with interest on such costs; (b) to establish Settling Work Defendants' further obligations to the

United States with respect to the Site; (c) to resolve the claims asserted by the United States against the Settling Defendants in the Complaint, subject to the terms and conditions of this Consent Decree, and (d) to resolve the claims of DOI and NOAA for Natural Resource Damages at or in connection with the Site under the terms and conditions hereof. The Settling Defendants intend to enter into the State Consent Decree and the State NRD Consent Decree to resolve claims asserted by the State against the Settling Defendants with respect to the Site.

T. The Settling Defendants have established The Helen Kramer Landfill Superfund Site Environmental Remediation Trust, to receive settlement payments with respect to the Site from the Settling Work Defendants, as hereinafter defined, and The Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust, to receive settlement payments from the Settling Work Defendants and from the Settling Non-Work Defendants, as those terms are hereinafter defined.

U. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that its entry will avoid prolonged and complicated litigation among the Parties, and that the Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the parties to this Decree, it is hereby ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying Complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon the Settling Defendants and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of such Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any Appendix attached hereto the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Code" shall mean the Internal Revenue Code of 1986, as now constituted and as hereafter may be amended from time to time.

c. "Code Regulations" shall mean the Internal Revenue Regulations issued by the Internal Revenue Service pursuant to the Code, as now constituted and as hereafter may be amended from time to time.

d. "Consent Decree" shall mean this Decree and any attached Appendices.

e. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday or a federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal Holiday, the period shall run until the close of business of the next working day.

f. "DOI" shall mean the United States Department of the Interior and any successor departments or agencies of the United States.

g. "DOJ" shall mean the United States Department of Justice and any successor departments or agencies of the United States.

h. "EPA" shall mean the United States Environmental Protection Agency and any successor agencies or departments of the United States.

i. "ERT" shall mean The Helen Kramer Landfill Superfund Site Environmental Remediation Trust, established by the Settling Work Defendants pursuant to The Helen Kramer Landfill Superfund Site Environmental Remediation Trust Agreement, made as of July 1, 1997, attached hereto as Appendix C, and all monies therein. The ERT was established under the laws of the State of New Jersey as a "grantor trust" under Sections 671 et seq. of the Code and is designed to qualify as an environmental remediation trust under Code Regulations Section 301.7701-4(e).

j. "Five-Year Reviews" shall mean the studies and investigations requested by EPA to be conducted by the Settling Work Defendants pursuant to Section XI of this Consent Decree, in order to permit EPA to conduct reviews pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c).

k. "Future Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA and DOJ, on behalf of EPA, will incur for response actions taken at the Site after the date of entry of this Decree.

l. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund as established

pursuant to the Code, 26 U.S.C. § 9507, compounded annually on October 1 of each year in accordance with 42 U.S.C. § 9607(a).

m. "Landfill" shall mean the Helen Kramer Landfill, located on the Site in Mantua Township, Gloucester County, New Jersey.

n. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

o. "Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

p. "Natural Resource Damages" shall mean damages, including costs of damages assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of any and all Natural Resources as a result of releases or threats of release of hazardous substances at or from the Site.

q. "NOAA" shall mean the National Oceanic and Atmospheric Administration and any successor agencies or departments of the United States.

r. "Operation and Maintenance" shall mean all activities required to maintain the effectiveness of the Remedial Action, as required pursuant to the State Consent Decree and any amendments thereto.

s. "Operation and Maintenance Plan" shall mean the plan approved by the State after review and comment by EPA for performance by the Settling Work Defendants of the Operation and

Maintenance, and attached to the State Consent Decree as Appendix C, and any modifications or amendments thereto.

t. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.

u. "Parties" shall mean the United States and the Settling Defendants.

v. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA, DOI, NOAA, and DOJ on behalf of EPA, DOI, and NOAA, have incurred prior to the date of entry of this Decree for response actions at or relating to the Site, and accrued Interest on such costs through the date of entry of this Consent Decree.

w. "Plaintiff" shall mean the United States.

x. "QSF Trust" shall mean The Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust, established by the Settling Work Defendants pursuant to the terms of The Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust Agreement, made as of March 12, 1997, and approved by the Court pursuant to this Consent Decree, attached hereto as Appendix D, and all monies therein. The QSF Trust was established as a trust under the laws of the State of New Jersey and is designed to qualify as a Qualified Settlement Fund under Section 468B of the Code and the Code Regulations thereunder.

y. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

z. "Record of Decision" or "ROD" shall mean EPA's Record of Decision relating to the Site signed on September 27, 1985, by the Regional Administrator, EPA Region II, and all attachments thereto.

aa. "Remedial Action" shall mean the response actions taken at the Site following the issuance of the ROD.

bb. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

cc. "Settling Defendants" shall mean the parties identified in Appendix A to this Consent Decree, and includes their corporate predecessors, parents, subsidiaries, affiliated corporations, officers, directors, employees, or agents, whose alleged liability is based upon the generation of or transport by said Settling Defendant of Waste Material to the Site. Settling Defendants identified in Section 1 of Appendix A are the "Settling Work Defendants." Settling Defendants identified in Section 2 thereof are the "Settling Non-Work Defendants."

dd. "Site" shall mean the Helen Kramer Landfill Superfund Site, located in Mantua Township, Gloucester County, New Jersey and as described in the ROD, and the areal extent of the contamination from the Helen Kramer Landfill. The Site is generally depicted on the map attached as Appendix B to this Consent Decree.

ee. "State" shall mean the State of New Jersey, including its departments, agencies, and instrumentalities.

ff. "State Consent Decree" shall mean the Consent Decree between the State and the Settling Defendants, resolving claims by the State against the Settling Defendants, among other things, for reimbursement of response costs and for performance of the Operation and Maintenance, to be lodged shortly with this Court.

gg. "State NRD Consent Decree" shall mean the Consent Decree entered into between the State and the Settling Defendants resolving claims by the State against the Settling Defendants for Natural Resource Damages, to be lodged shortly with this Court.

hh. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

ii. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. Section 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. Section 6903(27); and (4) any "hazardous substance" under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.

V. THE ERT AND THE QSF TRUST

4. The Settling Work Defendants have established the ERT to receive settlement payments from the Settling Work Defendants, and the QSF Trust to receive settlement payments from the Settling Work Defendants and the Settling Non-Work Defendants. The Settling Work Defendants have filed the QSF Trust with the

Court. The Court hereby approves the QSF Trust. The Settling Work Defendants may make payments required to be made to fulfill their obligations under this Consent Decree from both the ERT and the QSF Trust; provided, however, that payments from the ERT shall be made only for Operation and Maintenance and/or the Five-Year Reviews.

VI. REIMBURSEMENT OF RESPONSE COSTS

5. Payment of Response Costs to the United States. The Settling Work Defendants shall pay to the United States ninety-five million dollars (\$95,000,000) for Past and Future Response Costs, in six (6) installments, plus the Interest accrued thereon as provided below, according to the following schedule:

a. Settling Work Defendants shall pay or cause to be paid a first payment as follows:

i. Within five (5) working days of receipt by Settling Defendants of notice from the United States that this Consent Decree has been lodged with the Court, Settling Work Defendants shall establish an interest bearing escrow account in a bank duly chartered in the State of New Jersey and shall remit to that escrow account funds in the amount of ten million dollars (\$10,000,000), plus Interest accrued on that amount from April 1, 1998 to the date of deposit (the "Initial Deposit"). Liaison Counsel Pitney, Hardin, Kipp and Szuch may serve as escrow agent for such account. The interest rate for the escrow account shall be equal to or exceed the rate specified for interest on investments of the Hazardous Substance Superfund.

On the day of the deposit, Settling Work Defendants shall so notify the United States, by overnight mail directed to the addressees specified in Section XV (Notices and Submissions), and shall provide with the notice copies of the documents establishing and funding the escrow account, including identification of the bank and the escrow agent, the bank account number, the interest rate, and a bank statement or deposit slip showing the balance of the escrow account. The required notice of payment into the escrow account shall also reference the name of the Site, the civil action number of this case and the DOJ case number (#90-11-2-433A). All funds paid into the escrow account by the Settling Work Defendants shall remain in escrow and shall not be withdrawn by any person except to make the payment required upon entry of the Consent Decree, pursuant to Paragraph 5(a)(ii) of this Decree, unless the Court declines to enter this Consent Decree as an Order. If the Court declines to enter the Consent Decree, all sums in the escrow account shall be returned to Settling Work Defendants, together with any accrued interest thereon;

ii. Within five (5) working days of service by the United States upon Settling Work Defendants of notice of entry of the Consent Decree by the Court, Settling Work Defendants shall, through the escrow agent, pay or cause to be paid the Initial Deposit in the escrow account to the United States, plus the interest accrued thereon from the date of deposit in the escrow account as required by this Decree.

b. Within thirty (30) days of entry of the Consent Decree by the Court, Settling Work Defendants shall pay or cause to be paid a second payment, in the amount of ten million dollars (\$10,000,000), plus the Interest accrued thereon from April 1, 1998 to the date of payment.

c. Settling Work Defendants shall pay or cause to be paid a third payment, in the amount of thirty million dollars (\$30,000,000), plus the Interest accrued thereon, on or before January 29, 1999. Interest shall be calculated from the date of entry of this Consent Decree or May 1, 1998, whichever comes first, to the date of payment;

d. Settling Work Defendants shall pay or cause to be paid a fourth payment, in the amount of fifteen million dollars (\$15,000,000), plus the Interest accrued thereon, on or before January 31, 2000. Interest shall be calculated from the date of entry of this Consent Decree or May 1, 1998, whichever comes first, to the date of payment;

e. Settling Work Defendants shall pay or cause to be paid a fifth payment, in the amount of fifteen million dollars (\$15,000,000) plus the Interest accrued thereon, on or before June 29, 2001. Interest shall be calculated from the date of entry of this Consent Decree or May 1, 1998, whichever comes first, to the date of payment; and,

f. Settling Work Defendants shall pay or cause to be paid a sixth payment, in the amount of fifteen million dollars (\$15,000,000), plus the Interest accrued thereon, on or before

January 31, 2003. Interest shall be calculated from the date of entry of this Consent Decree or May 1, 1998, whichever comes first, to the date of payment.

6. Settling Work Defendants may elect to pre-pay, in whole or in part, and without penalty, any or all of the payments required to be made pursuant to Paragraphs 5(b) through 5(f), together with the Interest accrued thereon at the time of pre-payment, as calculated according to the requirements of Paragraphs 5(a) through 5(f). Settling Work Defendants shall provide notice to EPA and DOJ of pre-payment, as specified in Section XV (Notices and Submissions), at least ten (10) working days prior to such pre-payment, identifying: (a) the amount of the anticipated pre-payment; (b) the anticipated date of the pre-payment; (c) the Interest calculated to be due thereon at the time of pre-payment; (d) and the payment or payments listed in Paragraph 5(a) through 5(f) to which to pre-payment is to be applied.

7. Payments by Settling Work Defendants shall be made by FedWire Electronic Funds Transfer ("EFT"). Transfers shall be wired and credited to DOJ's account in accordance with current EFT procedures provided to Settling Work Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of New Jersey ("USAO") following entry of this Consent Decree and shall be accompanied by a statement identifying the Site, the name and address of Settling Defendants, the caption and civil action number of this Consent

Decree, the USAO file number (8903473) and the DOJ case number (90-11-2-433A). The statement shall also reference EPA Region II, the CERCLIS Site ID number, NJD980505366, and the EPA Finance Site Identification Code 0230, and shall direct that the funds are to be deposited to the EPA Hazardous Substance Superfund. Any payments received by the USAO after 4:00 p.m. Eastern Standard Time will be credited the next working day. Settling Work Defendants shall send notice that payment has been made to the United States and EPA as specified in Section XV (Notices and Submissions).

8. In the event that Settling Defendants by judgment or settlement prior to January 31, 2003, finally resolve, either by collection of a judgment or proceeds of a settlement, all currently pending contribution actions against any parties who are not signatories to this Consent Decree, or who have not previously resolved their liability relating to the Site pursuant to Section 107 of CERCLA prior to the lodging of this Consent Decree, then all outstanding payments required to be paid to the United States pursuant to Paragraphs 5(a) through 5(e) of this Consent Decree shall become immediately payable, together with Interest accrued thereon, without demand by the United States. Payment of all outstanding amounts must be made to the United States within sixty (60) days of the entry of the last judgment or settlement of the contribution action(s). Interest shall be calculated as set forth in Paragraph 5, supra.

VII. FAILURE TO MEET OBLIGATIONS

9. Interest on Late Payments. In the event that any payments required by Section VI are not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalties.

a. If any payment to the United States, as required by this Consent Decree, is not paid as required herein, the Settling Work Defendants, identified in Section 1 of Appendix A, shall pay a stipulated penalty, in addition to the Interest required by the Consent Decree, as follows:

<u>Period of Failure To Comply</u>	<u>Penalty Per Non-compliance Per Day (Or Portion Thereof)</u>
1st through 30th Day	\$1,000.00
31st through 60th Day	\$2,000.00
61st Day and Beyond	\$3,000.00.

b. If Settling Defendants do not comply with Section XI (Five-Year Review), Section XII (Site Access), or Section XIII (Access to Information), the Settling Work Defendants shall pay a stipulated penalty as follows:

<u>Period of Failure To Comply</u>	<u>Penalty Per Non-compliance Per Day (Or Portion Thereof)</u>
1st through 30th Day	\$1,500.00
31st through 60th Day	\$2,000.00
61st Day and Beyond	\$3,000.00.

c. Stipulated penalties are due and payable within thirty (30) days of the Settling Work Defendants' receipt from EPA of a demand for payment of the penalties. All payments under this Paragraph shall be paid to EPA by EFT transfer, in

accordance with directions provided by EPA. Confirmation of payments made pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to the United States as provided in Section XV (Notices and Submissions). Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Defendants of the non-compliance or made a demand for payment, but need only be paid upon demand.

11. If the United States has to file an action to enforce this Consent Decree, the Settling Work Defendants, identified in Section 1 of Appendix A, shall reimburse the United States for all costs of such action, including but not limited to, attorneys' fees.

12. Payments made under Paragraphs 9 through 11 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Work Defendants' failure to pay timely the amounts required by this Consent Decree.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that may have accrued pursuant to this Consent Decree.

14. Joint and Several Nature of Obligations.

a. The obligations of the Settling Work Defendants, identified in Section 1 of Appendix A, to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more of the Settling Work Defendants to make the payments required under this Consent

Decree, the remaining Settling Work Defendants shall be responsible for the full amount of all payments to the United States, as required by this Consent Decree.

b. Except as specifically otherwise provided herein, the obligations of the Settling Non-Work Defendants under this Consent Decree shall be limited to the payment of money to the Settling Work Defendants in the amounts and on the terms provided in their settlement agreements with the Settling Work Defendants. Accordingly, the Settling Non-Work Defendants, who have either already paid or who are already legally obligated to pay their allocated settlement amounts to the Settling Work Defendants, shall not be subject to joint and several liability to the United States for the obligations of this Consent Decree, but shall only be severally liable for any unpaid balance on their allocated settlement amounts.

VIII. COVENANT NOT TO SUE BY THE UNITED STATES

15. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Paragraphs 16 through 19 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. The United States also covenants not to sue Settling Defendants with respect to Natural Resource Damages relating to the Site, conditioned on Settling Defendants' final conveyance of the

property consisting of approximately 150.809 acres of land described in Appendix B to the State NRD Consent Decree to the Township of West Deptford in accordance with the State NRD Consent Decree, and on Settling Defendants' full and complete satisfaction of all other obligations under the State NRD Consent Decree. These covenants not to sue shall take effect upon the entry of this Consent Decree. These covenants not to sue are conditioned as to each Settling Defendant upon the accuracy of the certifications provided by that Settling Defendant in Paragraph 30, infra. These covenants not to sue are also conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree (including receipt by EPA of all payments required by Section VI), and both the State Consent Decree and the State NRD Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

16. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

a. claims against the Settling Work Defendants based on a failure by the Settling Work Defendants to meet a requirement of this Consent Decree or the State Consent Decree or the State NRD Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;

c. liability for response costs that have been or may be incurred by any federal agencies other than EPA, DOI, NOAA, or DOJ on behalf of EPA, DOI or NOAA;

d. criminal liability; and

e. liability, if any, for violations of federal or state law which occur or have occurred after implementation of the Remedial Action.

17. Reservations for Unknown Conditions. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if:

a. conditions at the Site, previously unknown to EPA, are discovered, or

b. information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicates that the Remedial Action is not protective of human health or the environment.

18. For purposes of Paragraph 17, the information and the conditions known to FPA shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and the record for the Site maintained by EPA and the United States Army Corps of Engineers following issuance of the Record of Decision but prior to May 12, 1994.

19. Reservations Concerning Natural Resources Injury.

Notwithstanding any other provision of this Consent Decree, the United States, on behalf of its Natural Resources Trustees, reserves the right to institute proceedings against Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages, based on (a) conditions at the Site, unknown to the United States at the date of lodging of this Consent Decree, that result in a release or threat of release of hazardous substances that contribute to injury to, destruction of, or loss of natural resources at or near the Site, or (b) information unknown to the United States at the date of lodging of this Consent Decree is received that indicates that there is injury to, destruction of, or loss of natural resources at or near the Site of a type that was unknown, or of a magnitude greater than was known, to the United States at the date of lodging of this Consent Decree. Conditions known to the United States with respect to the Site as of the date of the lodging of this Consent Decree shall include all information in the

possession of DOI, NOAA, and EPA with respect to the Site as of the date of lodging of this Consent Decree.

IX. COVENANTS BY SETTLING DEFENDANTS

20. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action, and to dismiss any pending claims or causes of action, against any of the signatories to this Consent Decree, including any department, agency, or instrumentality of the United States, with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Code, 26 U.S.C. § 9507), under CERCLA §§ 106(b)(2), 107, 111, 112, or 113, or any other provision of law, any claim against the United States pursuant to CERCLA Sections 107 or 113 related to Past or Future Response Costs, or any claims arising out of response activities at or related to the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

21. This covenant does not constitute a waiver by Settling Defendants of any defense or counterclaim that may be asserted by law in response to any claim in this action, in a new action, or in administrative proceedings, pursuant to the United States' reservation of rights in Paragraphs 17 or 19, supra. Nor does this covenant constitute a waiver by any Settling Defendant of its right to enforce another Settling Defendant's obligations

under this Consent Decree or under any settlement agreement ancillary to this Consent Decree.

X. EFFECT OF SETTLEMENT: CONTRIBUTION PROTECTION

22. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

23. The Parties hereto agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled as of the Effective Date of the Consent Decree to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Consent Decree. The matters addressed in this Consent Decree are Past Response Costs, Future Response Costs, and Natural Resource Damages, as defined in Section IV (Definitions) herein, of the United States.

24. Settling Defendants agree that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim. Settling Defendants also agree that with respect to any suit or claim for contribution brought

against them for matters related to this Consent Decree they will notify the United States in writing within ten (10) working days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within ten (10) working days of service or receipt of any Motion for Summary Judgment, and within ten (10) working days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or Natural Resource Damages, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VIII (Covenants Not to Sue by the United States).

XI. FIVE-YEAR REVIEWS

26. Settling Work Defendants shall conduct any studies and investigations requested by EPA for its performance of Five-Year Reviews as required by Section 121(c) of CERCLA and any

applicable regulations and EPA guidance regarding the performance of such reviews.

27. If required by Sections 113(k)(2) or 117 of CERCLA, Settling Work Defendants and the public will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the Five-Year Reviews conducted pursuant to Section 121(c) of CERCLA, and an opportunity to submit written comments for the record during the public comment period. After the period for submission of written comments is closed, the Regional Administrator, EPA Region II, or his/her delegate will determine in writing whether further response actions are appropriate.

XII. SITE ACCESS

28. Commencing upon the date of lodging of this Consent Decree and for the duration of the Operation and Maintenance of the Remedial Action at the Site, and to the extent not available to EPA under its thirty-year access agreement for the Site, Settling Work Defendants shall provide to the United States and its representatives, including but not limited to EPA, the United States Army Corps of Engineers, DOI, NOAA, and their contractors, access at all reasonable times to the Site and any other property owned or controlled by Settling Work Defendants to which access is required for the performance of Five-Year Reviews or the implementation of response actions for the Site, including but not limited to:

- a. Monitoring of investigation, remedial or other activities at the Site;
- b. Verifying any data or information submitted to the United States;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Work Defendants or their agents, consistent with Section XIII (Access to Information); and,
- g. Performing natural resource restoration actions at or near the Site.

29. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, 42 U.S.C. § 9604, RCRA, 42 U.S.C. § 6927, and any other applicable statutes or regulations.

XIII. ACCESS TO INFORMATION

30. Each Settling Defendant hereby certifies, individually, after a reasonable investigation and to the best of its knowledge and belief, that it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential

liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site (except for work product or attorney-client privileged materials generated in the course of this action or identical copies of documents maintained elsewhere), and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA.

31. Settling Defendants shall provide access to the United States, upon request and upon reasonable notice, to inspect and copy all non-privileged documents and information not subject to confidentiality obligations under the Settlement Process Protocol or Court Order, that are within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, bills of lading, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

32. Confidential Business Information
and Privileged Documents.

a. A Settling Defendant may assert business confidentiality claims covering part or all of the documents or information submitted to the United States under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA, DOI or NOAA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of

confidentiality accompanies documents or information when they are submitted to EPA, DOI or NOAA, or if EPA, DOI or NOAA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this Consent Decree, the State Consent Decree or the State NRD Consent Decree shall be withheld on the grounds that they are privileged, except to the extent that such materials may be deemed "Confidential Information" pursuant to the Settlement Process Protocol in this action. If a claim of privilege applies only to a portion of a document, the document shall be provided to the United States in redacted form to mask the privileged information only. Settling

Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

33. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIV. RETENTION OF RECORDS

34. Until ten (10) years after the Effective Date of this Consent Decree, each Settling Defendant shall preserve and retain at least one copy of all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to the Site, to the liability of any person for response actions conducted and to be conducted at the Site, or to Natural Resource Damages, regardless of any corporate retention policy to the contrary.

35. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall make such records or documents available to the United States. Upon receipt of such notice from the Settling Defendants, the United States may take possession of any such documents or records, at which time the Settling Defendants shall

have no further responsibility for the maintenance or retention of such documents or records. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall comply with the provisions of Paragraph 32(b).

XV. NOTICES AND SUBMISSIONS

36. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: 90-11-2-433A

As to EPA:

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
Region II
290 Broadway, 17th Floor
New York, NY 10007-1866
Attention: Helen Kramer Landfill Site Attorney

Chief, New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
Region II
290 Broadway, 19th Floor
New York, New York 10007-1866
Attention: Helen Kramer Landfill Site Project Manager

Chief, Financial Management Branch
U.S. Environmental Protection Agency
290 Broadway, 29th Floor
New York, New York 10007-1866
(Only required for notices of payment pursuant to Section VI)

As to Settling Defendants:

William H. Hyatt, Jr., Esq.
Liaison Counsel for Direct Defendants
Pitney, Hardin, Kipp & Szuch

(Mail to)
P.O. Box 1945
Morristown, New Jersey 07962-1945

(Delivery to)
200 Campus Drive
Florham Park, N.J. 07932-0950

XVI. RETENTION OF JURISDICTION

37. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree. The Court also retains jurisdiction of the QSF Trust for the duration of this Consent Decree.

XVII. INTEGRATION/APPENDICES

38. This Consent Decree and its Appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the

settlement other than those expressly contained or referred to in this Consent Decree.

39. The following appendices are attached to and incorporated into this Consent Decree:

- a. "Appendix A" is the complete list of Settling Defendants;
- b. "Appendix B" is a map of the Site;
- c. "Appendix C" is the ERT; and
- d. "Appendix D" is the QSF.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

40. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C.

§ 9622(d)(2). The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

Settling Defendants consent to the entry of this Consent Decree without further notice.

41. If for any reason this Court should decline to enter this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XIX. EFFECTIVE DATE

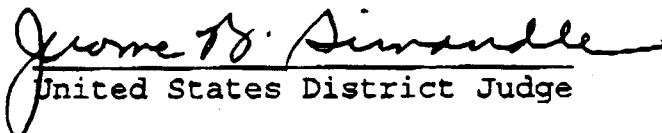
42. The Effective Date of this Consent Decree shall be the date upon which it is entered by the Court.

XX. SIGNATORIES/SERVICE

43. Each undersigned representative of a Settling Defendant to this Consent Decree, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice on behalf of the United States, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

44. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of summons.

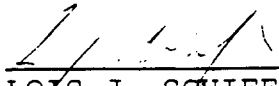
SO ORDERED THIS 13th DAY OF August, 1998.


United States District Judge

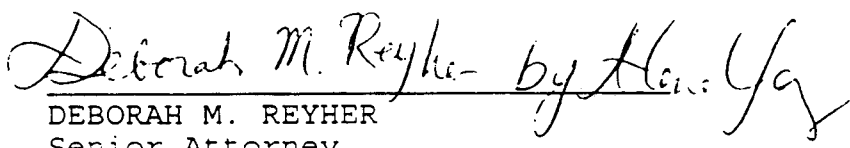
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 11 7 1998



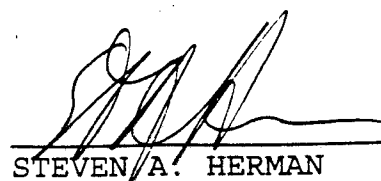
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530



DEBORAH M. REYHER
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, D.C. 20530

FAITH S. HOCHBERG
United States Attorney
District of New Jersey

By: _____
LOUIS BIZZARRI
Assistant United States Attorney
District of New Jersey
Mitchell H. Cohen Courthouse
John F. Gerry Plaza
Camden, NJ 08101-0888
(609) 757-5412



STEVEN A. HERMAN

Assistant Administrator for
Enforcement & Compliance
Assurance

U.S. Environmental Protection
Agency

401 M Street, SW -- Mail Code 2201A
Washington, DC 20460

Jeanne M. Fox

JEANNE M. FOX
Regional Administrator
Region 2
U.S. Environmental Protection
Agency
290 Broadway
New York, NY 10007-1866

Beverly Kolenberg

BEVERLY KOLENBERG
Assistant Regional Counsel
U.S. Environmental Protection
Agency
290 Broadway, 17th Floor
New York, NY 10007-1866

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

APPENDIX A

United States Consent Decree

SETTLING DEFENDANTS

Section 1 - Settling Work Defendants

Cytec Industries, on behalf of itself and on behalf of American Cyanamid Company

Elf Atochem North America, Inc., (on behalf of itself, Atochem, Inc., Polyrez Company
and Pennwalt Corporation)

Carpenter Technology Corporation

Chemical Leaman Tank Lines, Inc.

Crown Cork & Seal Company, Inc (for itself and on behalf of Continental Can Company)

E. I. du Pont de Nemours & Co.

Mobil Research & Development Corporation

Rohm and Haas Company

APPENDIX A

SETTLING DEFENDANTS**Section 2 - Settling Non Work Defendants**

20th Century Refuse Removal Co.

A. Marianni's Sons, Inc.

A.C. Kissling, Co., Inc.

Air Products and Chemicals, Inc.

Akzo Nobel Chemicals Inc. (f/k/a Akzo Chemicals Inc.

Albert J. Mitchell, formerly d/b/a/ Mitchell's Waste Removal

Alburger Sons

Alburger, Richard N.

Alice Brenner and Bernhard Brenner trading as A. Brenner

AlliedSignal Inc.

Aluminum Company of America

American National Can Company

American Packaging Corporation

AMS Industries, Inc.

Anthony P. Lieze

ARCO Environmental Remediation, L.L.C.

Armstrong World Industries, Inc..

Atlantic City, City of

Atlantic Co. Util. Auth.

Atlantic Disposal Services, Inc. n/k/a ACR of South Jersey, Inc.

Audubon Borough

Beazer East, Inc. (F/K/A Koppers Company, Inc.)

Bechtel Power Corporation

Bellmawr, Borough of

Berlin, Borough of

BETZDEARBORN INC. (successor to Betz Laboratories)

BFI Waste Systems of New Jersey, Inc., formerly Paul C. Murphy

BFI Waste Systems of North America, Inc. successor to Eastern Industrial Corp.

Borden, Inc.

APPENDIX A

Bordentown City
Bordentown, Township of
BP Exploration & Oil Inc.
Brandywine, Inc.
Bridgestone/Firestone, Inc.
Brooklawn, Borough of
Camden Co. Mun. Util. Auth.
Camden Iron & Metal, Inc.
Cape May County Muni Auth.
Carosella Co.
CBS Corporation on behalf of CBS, Inc.
Central Jersey Disposal Service Co., Inc.
Chamberlain Manufacturing Corporation
Chantecler Investments, Inc.
Cherry Hill, Township of
Chevron U.S.A. Inc.
Clemonton Sewerage Auth.
Coatesville, City of
Collingswood Borough
Corning Incorporated
Croda Inks Corporation
C.T. Iuliano
CWM Chemical Services, L.L.C. on behalf of R&R Sanitation
Inc./Gaess Environmental Services Copr.
Dana Corporation
Dean Witter Services Company, Inc. (as successor to the Levelor Corporation
which was successor in interest to Levelor-Lorentzen, Inc.)
Del Val Ink and Color, Inc.
DELCORA
Derr & Son Contractors
DeSoto
Disposal Corp of America, Inc. a/k/a or affiliated with Jones and Johnson Enterprises, Inc.
Doylestown Borough
Dri-Print Foils, Inc.
E.R. Squibb & Sons, Inc.
Elg Metals, Inc. (formerly Steelmet, Inc.)
Engelhard Corporation
EPEC Polymers, Inc., f/k/a Tenneco Polymers Inc.

APPENDIX A

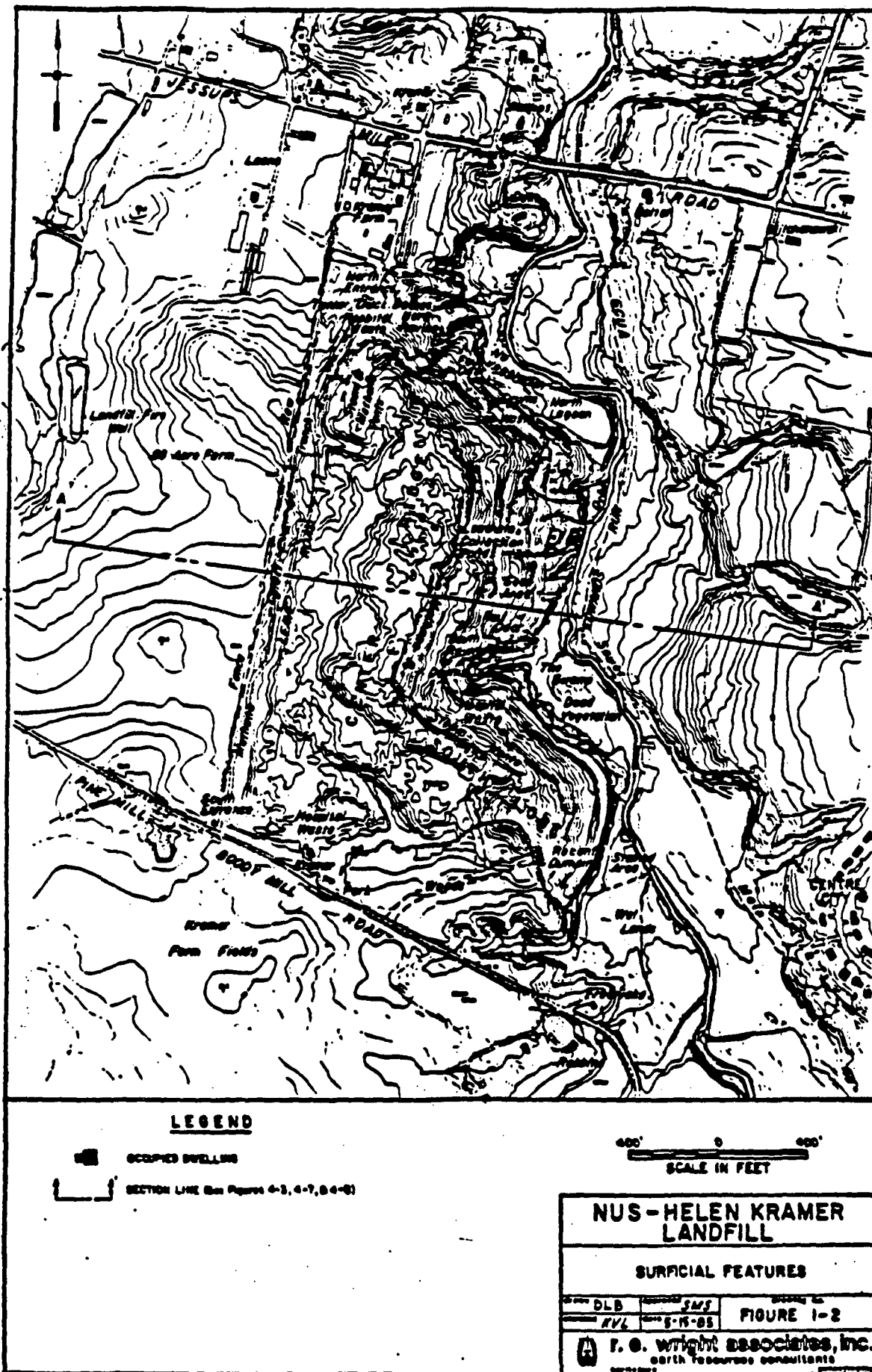
Esschem, Inc. (f/k/a Leski, Inc., Sartomer, Inc. and Specialty Resins, Inc.)
Essex Chemical Co.
Exxon Co. U.S.A..
F. H. Carting Co., Inc.
FKI Industries (F/K/A Babcock Ind.)
FMC Corporation
Food Haulers Inc.
Frank Kull, Inc
Garlock Bearings Division of Coltec Industries Inc.
General Metalcraft, Inc.
General Motors Corporation
Geppert Brothers
General Trailers
Gilbert Spruance Co.
Glassboro Borough
Globe Disposal Co. Inc.
Gloucester County Util Auth
GTE Operations Support Inc.
Gus Bittner, Inc.
H.B. Fuller Company
Haddon Heights
Hancock Waste Paper Removal Company
Hangsterfer's Laboratories, Inc.
Hercules Incorporated
Hexcel Corporation
Hi-Nella, Borough of
Hygrade Food Products
International Business Machines Corp.
Kasper Brothers, Inc.
Kimberly-Clark Corporation (formerly Scott Paper Company)
King Industries, Inc.
Laurel Springs Sewerage Auth.
Lawnside, Borough of
Lenmar, Inc.
Lilly Industries
Lindenwold Muni Utilities Auth
Lippincott, Jay Ford
Litton Industrial Automation Systems, Inc (LIASI), Western Atlas, Inc., Litton Business

APPENDIX A

Systems, Inc., Cole Steel Division, Cole Business Furniture Co. and Cole Steel
Lord Corporation
Lucent Technologies Inc. (for and on behalf of AT&T)
Lukens Steel Company
M&M Mars, a Division of Mars, Incorporated
Magnolia Borough
Mannington Mills, Inc.
Mantua, Township of
Maple Shade, Township of
Marisol, Inc.
Mayco Oil & Chemical, a Division of Castrol Industrial North America Inc.
MBH Chemical
McCorquodale Color Cards
Mendham, Borough of
Merck & Co., Inc.
Miller & Sons
Millipore Corporation
Mobile Dredging & Pumping Co.
Modern Way Refuse Container Service
Monsanto Co.
Moore Products Co.
Morton International, Inc, successor in interest to Morton Thiokol
Mt. Ephriam Sewerage Auth
N.L. Industries, Inc.
Nabisco, Inc.
Nalco Chemical Company
National Aluminum Corporation (formerly Denny Corp.)
National Park, Borough of
National Starch & Chemical Company
Nepera, Inc.
New Jersey American Water Company, Inc. (American Water Works Service Co., Inc.).
Northrop Grumman Corporation
NVF Company
Occidental Chemical Corporation
Olin Corp.
Olivetti Corporation of America now known as Olivetti Office USA, Inc.
Orange & Rockland Utilities, Inc.
Original Hargrove Wrecking

APPENDIX A

Orville Moore, Sr.
Owens-Illinois, Inc.
Patterson, J.L.
Paulsboro Borough
PECO Energy Company
Pennsauken Sewerage Auth
Pfizer, Inc.
Philadelphia Newspapers, Inc.
Philadelphia, City of
Pine Hill Municipal Util Auth.
PKF-Mark III, Inc.
Portfolio One, Inc. (as successor to Chemlime Corp., Almo Anti-Pollution Services Co., and Almo Tank Cleaning and Maintenance Corporation), Manor Care, Inc., and ManorCare Health Services, Inc. (formerly known as Manor Healthcare Corp.).
Plymouth Tube Company
Princeton Sewer Operating Co
Progress Lighting, Inc.
Quickway, Inc.
R.B. & W. Corporation
Reagent Chemical
Reynolds Metals Company
Rick Liociardello
Robert Hawthorne, Inc.
Rollins EnvironServices (NJ)
S.B. Thomas, Inc
Saltire Industrial, Inc. (f/k/a Scovill, Inc) General Hose & Coupling Division
Samuel H. Jones, Jr. t/a S-J Transportation Co.
Schering-Plough Corp.
SCM Corp
Sears, Roebuck & Co.
Selas Corp. of America
Shell Oil Company
Simon Wrecking Co., Inc.
Smith Kline Beecham Corporation
Specialty Castings, Inc.
Spectraserv Inc. Formerly Modern Transportation Company
Spray Products Corporation



**HELEN KRAMER LANDFILL SUPERFUND SITE
ENVIRONMENTAL REMEDIATION TRUST AGREEMENT**

**HELEN KRAMER LANDFILL SUPERFUND SITE
ENVIRONMENTAL REMEDIATION TRUST AGREEMENT**

TABLE OF CONTENTS

	Page
1. Definitions.....	3
2. Name and Purpose of the Trust.....	6
3. Contributions to the ERT	7
3.1 Initial payments by the Initial Grantors into the ERT.....	7
3.2 Additional Contributions to the ERT	7
3.3 Shortfall.....	8
3.4 Nature of Contributions by Grantors	8
3.5 No Transferability of Interest.....	8
4. Dispositive Provisions	9
4.1 Payment of Income and Principal	9
4.2 No Authority to Conduct Business	9
4.3 Time of Termination of Trust	9
4.4 Distribution of ERT Upon Termination.....	10
4.5 Alterations, Amendments, and Revocation	10
5. Trustee Management.....	11
6. Express Powers of Trustee.....	12
6.1 Payment of Expenses of Administration.....	12
6.2 Retention of Property	12
6.3 Preservation of Principal.....	12
6.4 Retention of Investment Advisor and Other Consultants	12
6.5 Execution of Documents of Transfer	13
6.6 Extension of Obligations and Negotiations of Claims.....	13
6.7 Litigation.....	13
6.8 Execution of Contracts and Agreements.....	13
6.9 Discretion In Exercise of Powers.....	14
7. Governance of the Trustees.....	14
7.1 Majority.....	14
7.2 Meetings.....	14
7.3 Voting	14
7.4 Expenditures	15
8. Advice of Counsel.....	15

	Page
9. Trustee Compensation	15
10. Successor Trustees	15
10.1 Vacancy Caused by Resignation or Removal	15
10.2 Appointment of Successor Trustees.....	16
10.3 Acceptance of Appointment by Successor Trustees	16
10.4 Preservation of Record of Changes in Trustees	17
11. Instructions to the Trustees	17
11.1 Quarterly Reports.....	17
11.2 Annual Statements	17
11.3 Counsel	18
11.4 Records	18
12. Indemnity	18
12.1 Indemnity	18
12.2 Survival	19
13. Interests Not Assignable or Subject to Claims of Creditors	19
14. Approval by Grantors	19
14.1 Notice of Vote.....	20
14.2 Majority Approval	20
15. Choice of Law.....	20
16. Interpretation.....	20
17. Separate Documents.....	21

**HELEN KRAMER LANDFILL SUPERFUND SITE
ENVIRONMENTAL REMEDIATION TRUST AGREEMENT**

This Trust Agreement ("Agreement") is made as of this ____ day of _____, 1998, by and between the Grantors identified in Appendix A hereto whose authorized representatives have executed this Agreement (the "Initial Grantors") and the person or persons identified in Appendix B hereto who have executed this Agreement as Trustees (the "Trustee" or "Trustees"). Additional parties may become Grantors of the Helen Kramer Landfill Superfund Site Environmental Remediation Trust Fund established by this Agreement by having an authorized representative execute the Signature Page of this Agreement (the "Subsequent Grantors").

WHEREAS, the Initial Grantors are among the defendants named in two actions pending in the United States District Court for the District of New Jersey, captioned United States v. Helen Kramer et al., Civil Action No. 89-4340(JBS)(the "Federal Action") and State of New Jersey v. Almo Anti-Pollution Services Corp., et al., Civil Action No. 89-4380(JBS)(the "State Action") (collectively, the "Actions") in which the United States and the State of New Jersey (the "State") seek the recovery from the defendants of response costs and costs of cleanup and removal incurred and to be incurred at or in connection with the Helen Kramer Landfill Superfund Site in Mantua Township, Gloucester County, New Jersey (the "Site") and the performance by the defendants of response actions and cleanup and removal at or in connection with the Site (collectively, the "Federal and State Claims") and in which the defendants, including the Initial Grantors, have asserted claims for indemnity and contribution against each

other and against parties named as third party defendants in the Actions (collectively, the "Indemnity and Contribution Claims"); and

WHEREAS, without admitting any liability to the United States, the State or anyone else, the Initial Grantors are attempting to negotiate settlements (a) of the Federal and State Claims with the United States and the State, and (b) of the Indemnity and Contribution Claims with the other defendants and third party defendants named in the Actions; and

WHEREAS, the Initial Grantors anticipate that if such settlements are achieved, one or more consent decrees documenting the settlements may be entered by the Court in the Actions (collectively, the "Consent Decrees") and a separate site participation agreement may be entered into among the Initial Grantors and any Subsequent Grantors (the "Site Participation Agreement") pursuant to which the parties to the Site Participation Agreement will undertake to comply with the Consent Decrees; and

WHEREAS, the Initial Grantors, by themselves or together with other parties to the Actions (the "Offerors"), have entered into settlements, and expect to continue to enter into settlements, with other defendants and third party defendants named in the Actions (the "Offerees") and, provided all the Offerors are or become Initial Grantors or Subsequent Grantors, the Offerors may transfer the proceeds of such settlements with the Offerees to this Trust; and

WHEREAS, the Initial Grantors intend by this Agreement to establish this Trust as a "grantor trust" under Sections 671 et seq. of the Internal Revenue Code of 1986, as amended, (the "Code"), which is an Environmental Remediation Trust ("ERT") in accordance

with 26 C.F.R. Section 301.7701-4(e), (61 Fed. Reg. 19, 191 (May 1, 1996)), to hold and administer the Monies, settlement proceeds and other funds transferred to the Trust, and any income earned thereon, to be used for the environmental remediation and for response costs and cleanup and removal costs at or in connection with the Site, including response costs and cleanup and removal costs incurred and to be incurred for the operation and maintenance of the Site remedy, including Five Year Health Reviews, and as may be required for such purposes by the Consent Decrees and the Site Participation Agreement; and

NOW, THEREFORE, the Trustees hereby agree they will hold, manage, invest and reinvest the funds contributed to the ERT, and any income earned thereon, consistent with this Agreement and with any Consent Decrees or Site Participation Agreement which may be entered in the Actions or executed by the Initial Grantors and any Subsequent Grantors, together with any other property hereafter conveyed, assigned, transferred or paid to them, as Trustees, in Trust, subject to the terms, provisions and conditions hereinafter set forth.

1. Definitions.

As used in this Trust Agreement:

1.1 The term "Consent Decrees" shall mean any consent decree or consent decrees that may be entered by the Court to document any settlements the Initial Grantors and others may reach resolving the Federal and State Claims and/or the Indemnification and Contribution Claims with respect to the Site;

1.2 The term "Participating Parties" shall mean those signatories to the Consent Decrees listed in the Consent Decrees;

1.3 The term "Site" shall mean the Helen Kramer Landfill Superfund Site, including as the term "Site" may be defined in the Consent Decrees;

1.4 The term "Grantors" shall include the Initial Grantors which are listed in Appendix A hereto, whose authorized representatives have executed this Agreement, and any Subsequent Grantors, whose authorized representatives may execute this Agreement in the future;

1.5 The term "Trustees" shall mean the corporate fiduciary listed in Appendix B hereto, and its corporate successors, and any successor or successors to such Trustee appointed in the future;

1.6 The term "Executive Committee" shall mean any Executive Committee of the Helen Kramer Site Group which may be established pursuant to any Site Participation Agreement;

1.7 The term "Technical Committee" shall mean any Technical Committee of the Helen Kramer Site Group which may be established pursuant to any Site Participation Agreement;

1.8 The term "ROD" shall mean the Record of Decision issued by the Environmental Protection Agency with respect to the Site on September 28, 1985, as modified

and as said ROD may be modified from time to time in accordance with the terms of any Consent Decrees which may be entered by the Court in the Actions;

1.9 The term "Work" shall have the meaning which may be assigned that term in any Consent Decrees which may be entered by the Court in the Actions;

1.10 The term "Contractor" shall mean a qualified person or entity selected by the Executive Committee and engaged by the Trustees pursuant to the provisions of any Site Participation Agreement for the purpose of performing the Work;

1.11 The term "SOW" shall mean any Scope of Work which may be attached to any Consent Decrees which may be entered by the Court in the Actions;

1.12 The term "Site Participation Agreement" shall mean any separate agreement which may be entered into by the Initial Grantors, alone or in conjunction with one or more Subsequent Grantors, and provided to the Trustees, which agreement sets forth the manner in which the Participating Parties will undertake to comply with any Consent Decrees which may be entered by the Court in the Actions;

1.13 The term "EPA" shall mean the United States Environmental Protection Agency;

1.14 The term "DEP" shall mean the New Jersey Department of Environmental Protection; and

2. Name and Purpose of the Trust.

This Trust, which shall be known as the Helen Kramer Landfill Superfund Site Environmental Remediation Trust (the "ERT"), is hereby established as a "grantor trust" pursuant to Sections 671 *et seq.* of the Code and all relevant terms and provisions of this Agreement shall be interpreted in a manner consistent therewith. The purpose of the ERT is to obtain, hold, invest and disburse funds, and income earned thereon, necessary to satisfy the obligations of Grantors for environmental remediation and for response costs and cleanup costs at or in connection with the Site, including response costs and cleanup costs incurred and to be incurred for the operation and maintenance of the Site remedy, and including Five Year Health Reviews, or as may be required by the Consent Decrees or by the Site Participation Agreement. In fulfilling this purpose, in no event shall any payments be made hereunder for any costs other than "Operation and Maintenance" of the Site and "Five Year Health Reviews" of same, as those terms are used in the Consent Decrees. Further, in no event shall any sums contributed by any Participating Parties to be used for other than "Operation and Maintenance" of the Site and "Five Year Health Reviews" of same be deposited herein, it being the purpose of this Trust to prevent "commingling" of the assets of this Trust with the Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust as provided in Treasury Regulation 1.468B-1(h)(2). To fulfill this purpose, the Trustees shall thoroughly familiarize themselves with the terms of any Site Participation Agreement, and will take all actions within their powers necessary to ensure that any Consent Decrees are fully effectuated with respect to the performance of the Work.

3. Contributions to the ERT.

3.1 Initial Payments by the Initial Grantors into the ERT. The Initial Grantors have agreed to make initial contributions to the ERT, to cover the initial projected costs of the Work which is expected to have to be performed, and the obligations which are expected to have to be assumed, pursuant to the Consent Decrees. The amount of the initial contribution to the ERT to be made by each of the Initial Grantors is the subject of a separate agreement among the Initial Grantors.

3.2 Additional Contributions to the ERT. Notwithstanding any other provision of this Agreement, the Trustees, or if an Executive Committee is established, the Executive Committee, determines that an additional contribution is required by the Grantors to ensure the completion of the payments required to be made or the uninterrupted progress and timely completion of the Work required by any Consent Decrees which may be entered by the Court with respect to the Site to which the Grantors are signatories, the Trustees shall, or if an Executive Committee is established, the Executive Committee shall certify the amount of such additional contribution to the Trustees, and then the Trustees shall promptly demand in writing that the Grantors pay such amount. If an Executive Committee is established, a written demand upon the Executive Committee shall constitute a demand upon the Grantors. The Grantors shall make the necessary payments within thirty (30) days after receipt of such notice, or upon such shorter time as certified by the Executive Committee

The Grantors remain obligated to ensure that the ERT is sufficient to complete the Work described in any Consent Decrees which may be entered by the Court in the Actions related to the Site to which they are signatories, and to maintain sufficient assets to satisfy the purpose of

this QSF as set forth in Sections 2 and 3 herein. The Initial Grantors hereby agree to satisfy in a timely manner all future demands upon them made in accordance with this Section 3.2.

3.3 Shortfall. In the event that any Grantor fails to make any contribution in a timely fashion in accordance with any Site Participation Agreement, the Trustees shall promptly demand that the remaining Grantors pay such shortfall. If an Executive Committee is established pursuant to any Site Participation Agreement, demand upon the Executive Committee shall constitute demand upon the Grantors. The remaining Grantors shall pay the amount of the shortfall to the ERT within thirty (30) days after receipt of the demand, or such shorter period as may be specified in the demand.

3.4 Nature of Contributions by Grantors. All contributions by the Grantors to the Trustees for the ERT shall be made in immediately available funds. All such contributions, together with the earnings thereon, shall be held as a trust fund for the payment of the costs and expenses to be incurred by the Trustees as herein provided. Contributions made by Grantors shall not be construed as fines, penalties or monetary sanctions.

3.5 No Transferability of Interest. The interest of the Grantors herein, and their obligation to provide funds under this Section, is not transferable, except to a successor corporation or corporations, and any such transferee corporation shall assume the obligations of the transferring Grantor by executing such documents as the Trustees may require.

4. Dispositive Provisions.

4.1 Payment of Income and Principal. During the term of this ERT, the Trustees shall pay or apply such part (or all) of the income and principal of the ERT as they deem advisable in order to defray the approved costs incurred at the direction of the Grantors, or any Executive Committee, or their or its designees, in performing the Work in accordance with the terms of this Agreement and any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories. The Trustees shall make payments from the ERT to defray such costs notwithstanding the fact that a Qualified Settlement Fund Trust may then be in existence regarding the same Participating Parties and Site. In this regard, the Trustees shall pay all bills and invoices approved for payment in writing by the Grantors, or by any Executive Committee, or their or its designees. Bills and invoices to be paid by the Trustees after approval by the Grantors, or by any Executive Committee, include, but are not limited to, bills from contractor(s) and bills for oversight or administration costs incurred with respect to the Site by or on behalf of the Grantors.

4.2 No Authority to Conduct Business. The purpose of the ERT is limited to the matters set forth in Sections 2 and 3 hereof, and this Agreement shall not be construed to confer upon the Trustees any authority to carry on any business or activity for profit or to divide the gains therefrom among the Grantors.

4.3 Time of Termination of Trust. This Trust shall terminate upon termination of any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, or distribution of the ERT pursuant to Section 4.4 hereof.

4.4 Distribution of ERT Upon Termination. Upon termination of this Trust, the Trustees shall liquidate the assets of the ERT and thereupon distribute the remaining trust property, including all accrued, accumulated and undistributed net income, to the Grantors in proportion to their respective contributions to the ERT during the term of this Trust. If any Grantor shall have defaulted with respect to its obligations hereunder and shall remain in default at the time of termination hereunder, or if any Grantor, or its successor, cannot be located within thirty (30) days after the termination date after diligent effort, the share of such defaulting or missing Grantor of this Trust shall be deemed to be forfeited, and the Trustees shall distribute such forfeited share to the remaining Grantors in proportion to their respective contributions to the ERT during the term of this Trust.

4.5 Alterations, Amendments, and Revocation. This Agreement may be altered, amended, or revoked from time to time by an instrument in writing executed by the Trustees and by a majority of the Grantors or, if a Site Participation Agreement is executed by the Grantors, by a majority of the voting power of the Grantors as provided in any such Site Participation Agreement; provided, however, that no such alteration, amendment, or revocation may conflict with or modify in any respect the obligations of the Settling Parties under any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, and provided further (a) that if any Consent Decrees are entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, then any alteration, amendment, or revocation shall be subject to approval by EPA or by DEP, as appropriate, pursuant to the terms of any such Consent Decrees, and (b) that Section 12 hereof shall not be

revoked and shall not be altered or amended to limit the effect thereof with respect to acts or omissions taken or made up to thirty (30) days after such alteration or amendment.

5. Trustee Management.

The Trustees shall invest and reinvest the principal and income of the ERT and keep the ERT invested in one or more Money Market Accounts, such as a Government Fund, and/or Treasury Bills which shall be treated as a single fund without distinction between principal and income. For purposes of this paragraph, "Money Market Account" shall mean a no-load money fund whose objectives are current income consistent with liquidity and low-risk, the maintenance of a portfolio of high quality, short-term money market instruments, and maintenance of a constant \$1.00 net asset value per share. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the ERT. In investing, reinvesting, exchanging, selling and managing the ERT, the Trustees shall discharge their duties with respect to the ERT solely in the interest of the accomplishment of the purposes and objectives of this Agreement. The Trustees, with the prior approval of the Grantors pursuant to Sections 6.4 and 14, or if an Executive Committee shall be established, with the prior approval of the Executive Committee, may engage the services of an investment advisor or manager, may rely on the advice of such advisor or manager, and may delegate investment decision-making authority to such advisor or manager with respect to management of the ERT. The Trustees shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such advisor or manager, nor for delegation in good faith of investment decision-making

authority to such advisor or manager. The Trustees shall keep or arrange to be kept an accounting of all contributions to and disbursements from the ERT.

6. Express Powers of Trustees.

Without in any way limiting the powers and discretion conferred upon the Trustees by the other provisions of this Agreement or by law, the Trustees are expressly authorized and empowered:

6.1 Payment of Expenses of Administration. To incur and pay any and all charges, taxes, and expenses upon or connected with the ERT in the discharge of their fiduciary obligations under this Agreement. All such payments shall be made using the assets of the ERT.

6.2 Retention of Property. To hold and retain all or any part of the ERT in the form in which the same may be at the time of the receipt by the Trustees, as long as they shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.3 Preservation of Principal. Notwithstanding any other provision in this Agreement, to at all times hold, manage, invest, and reinvest the assets of the ERT in a manner designed to preserve the accrued income and principal of the ERT for the purposes of the ERT.

6.4 Retention of Investment Advisor and Other Consultants. With the prior approval of the Grantors, or, if an Executive Committee shall be established, with the prior

approval of the Executive Committee, to engage the services of (and pay compensation to) an investment advisor, accountants or other consultants with respect to the management of investments of the ERT, the management of the ERT, or any other matters.

6.5 Execution of Documents of Transfer. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

6.6 Extension of Obligations and Negotiations of Claims. Upon obtaining approval of or direction from the Grantors pursuant to Section 14, or if an Executive Committee shall be established, upon obtaining approval of or direction from the Executive Committee, to renew or extend the time of payments of any obligation payable to or by the ERT for such periods of time and upon such terms as the Trustees may determine, and, upon obtaining approval of or direction from the Grantors pursuant to Section 14, or, if an Executive Committee shall be established, upon obtaining approval of or direction from the Executive Committee, to compromise or otherwise adjust all claims in favor of or against the ERT.

6.7 Litigation. Upon obtaining approval of the Grantors pursuant to Section 14, or if an Executive Committee shall be established, approval of the Executive Committee, to institute and defend litigation in the name of the ERT on behalf of or in the name of all Grantors.

6.8 Execution of Contracts and Agreements. At the direction of the Grantors pursuant to Section 14, or, if an Executive Committee shall be established, at the direction of the

Executive Committee, to make, execute, acknowledge and deliver any and all contracts or agreements on behalf of the Trust.

6.9 Discretion In Exercise of Powers. To do any other acts which they shall deem proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon them by this Agreement.

7. Governance of the Trustees.

7.1 Majority. Action may be taken, except as otherwise provided herein, by a majority of the Trustees then in office at any meeting of the Trustees, at which a quorum is present. At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

7.2 Meetings. Any action may be taken by the Trustees without a meeting if all the Trustees then in office consent to the action in writing and such written consents are filed with the records of the Trustees. Meetings of the Trustees may be held by telephone conference call.

7.3 Voting. Any action of the Trustees required to approve an amendment of this Agreement or the termination of this Trust as provided herein shall require the affirmative vote and signatures of a majority of the Trustees then in office, or if only one Trustee is then serving, by such Trustee.

7.4 Expenditures. If more than one Trustee is in office, any expenditure from the ERT of an amount greater than \$1,000 for any single transaction shall require the signature of two (2) Trustees.

8. Advice of Counsel.

The Trustees may from time to time consult with counsel, who may be counsel to any of the Grantors, with respect to any question arising as to compliance with this Agreement or with any Consent Decree which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, or with the ROD, any SOW or any Site Participation Agreement. The Trustees shall be fully protected, to the extent permitted by law, in acting in reliance upon the advice of counsel.

9. Trustee Compensation.

No individual serving as a Trustee shall receive any compensation for his services as a Trustee under this Agreement; provided, however, that any Trustee may be reimbursed for expenses, including travel expenses, reasonably required and incurred by him in the performance of his duties as Trustee. Unless otherwise agreed in writing prior to acceptance of appointment, any corporate Trustee acting hereunder shall be compensated in accordance with its published schedule of fees in effect from time to time during the period over which its services are performed.

10. Successor Trustees.

10.1 Vacancy Caused by Resignation or Removal. Any Trustee may resign at any time by delivering his resignation in writing to the Grantors or, if an Executive Committee shall

be established, to the Executive Committee. The Grantors, or the Executive Committee, if one shall be established, may remove any Trustee by delivering notice of such removal in writing to such Trustee. Any such resignation or removal shall take effect within thirty (30) days of delivery of the notice of resignation or removal, or upon the acceptance of appointment in writing by a successor Trustee, whichever is earlier.

10.2 Appointment of Successor Trustees. Any vacancy in the office of Trustee created by death, resignation or removal by the Grantors, or by the Executive Committee, if one shall be established, shall be filled by the Grantors, or by the Executive Committee, if one shall be established, by an appointment in writing of a successor Trustee from an Appointing Grantor. In the event that any such vacancy in the office of Trustee is not filled by the Grantors, or by the Executive Committee, if one shall be established, within fourteen (14) days after the receipt by the Grantors, or by the Executive Committee, if one shall be established, of a written request by the EPA Regional Administrator to do so, such vacancy may be filled by an appointment of a successor Trustee by a court of competent jurisdiction at the request of the EPA Regional Administrator.

10.3 Acceptance of Appointment by Successor Trustees. Acceptance of appointment as a successor Trustee shall be in writing and shall become effective upon receipt by the Grantors, or if an Executive Committee shall be established, by the Executive Committee, of notice of such acceptance. Upon the acceptance of appointment of any successor Trustee, title to the ERT shall thereupon be vested in said successor Trustee, jointly with the remaining Trustees, if any, without the necessity of any conveyance or instrument. Each successor Trustee shall have

all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder.

10.4 Preservation of Record of Changes In Trustees. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Agreement in the custody of the Grantors, or if an Executive Committee shall be established, in the custody of the Executive Committee.

11. Instructions to the Trustees.

Notwithstanding anything herein to the contrary, the Trustees are hereby directed to do the following in addition to other duties set forth in other provisions of this Agreement:

11.1 Quarterly Reports. Have prepared quarterly financial reports during the term of the Trust, describing the manner in which all of the assets of the ERT are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the ERT. Copies of such reports shall be transmitted by the Trustee in writing to the Grantors, or if an Executive Committee shall be established, to the Executive Committee.

11.2 Annual Statements. Have prepared annual financial statements during the term of the Trust, describing the manner in which all of the assets of the ERT are then invested and the current market value of such assets, as well as the obligations, income and expenses of the ERT. All financial statements shall be prepared on an accrual basis, and shall be in accordance with Generally Accepted Accounting Principles, applied on a consistent basis. Copies of such

statements shall be transmitted by the Trustees in writing to the Grantors, or if an Executive Committee shall be established, to the Executive Committee.

11.3 Counsel. Advise, consult and confer with and otherwise inform the Grantors, or if an Executive Committee shall be established, the Executive Committee, upon any request by the Grantors or the Executive Committee, if one shall be established, with respect to matters arising out of this Agreement, administration of the ERT, or any other matter which the Trustees, in their discretion, deem appropriate to bring to the attention of the Grantors or the Executive Committee.

11.4 Records. Maintain records of all actions taken by the Trustees with respect to matters arising out of this Agreement or administration of the ERT. Copies of said records shall be provided to the Grantors, or if an Executive Committee shall be established, to the Executive Committee, upon request, and upon termination of this ERT said records shall be transmitted, together with all other records of the Trustees, to the Grantors or to the Executive Committee, if one shall be established. The Trustees shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any of the Grantors, or of any member of the Executive Committee, if one shall be established, has occurred.

12. Indemnity.

12.1 Indemnity. Each Trustee, whether initially named or appointed as a successor Trustee, acts as a Trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustees, or any of them hereunder in good faith, all persons

shall look solely to the ERT and not the Trustees personally or the Grantors. Neither the Trustees nor the Grantors shall incur any liability, personal or corporate, of any nature in connection with any act or omission, made in good faith, of the Trustees or the Grantors in the administration of the ERT or otherwise pursuant to this Agreement. The Trustees initially named, appointed as successor Trustees by the Grantors, or by the Executive Committee, if one shall be established, or appointed by a court, shall be indemnified and held harmless by the ERT, and, to the extent that indemnification cannot be obtained from the ERT, jointly and severally by the Grantors. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by such Trustee in defense of the aforementioned acts or omissions of the Trustees or the Grantors. Except for the payment of all expenses reasonably incurred, this indemnification shall not apply to any liability arising from a criminal proceeding where the Trustee(s) had reasonable cause to believe that the conduct in question was unlawful.

12.2 Survival. This section shall survive the termination of the Trust.

13. Interests Not Assignable or Subject to Claims of Creditors.

The interest of any Grantor in the ERT shall not be subject to anticipation or assignment nor subject to the claims of any creditor of any Grantor, and any interest reserved to any Grantor shall be made available to the Grantor only upon termination of this Trust pursuant to Section 4 herein.

14. Approval by Grantors.

Any matter which is subject to the approval by the Grantors as indicated in this Agreement shall be obtained by means of a vote held among all of the Grantors.

14.1 Notice of Vote. Any Grantor or Trustee wishing to put a matter to a vote consistent with this Agreement shall give written notice to all Grantors and the Trustees. A "written notice" shall consist of a writing sent by telefax or regular mail to each Grantor's Designated Representative for Receipt of Notice, as indicated on the signature page hereto, which contains: (a) the date fixed for return of all votes (which shall be fixed at least fifteen (15) days from the date notice was sent); (b) a concise statement of the matter to be voted upon; (c) a ballot which clearly provides for both affirmative or negative votes; and (d) the telefax and mailing address to which Grantors' votes are to be transmitted.

14.2 Majority Approval. A matter brought to a vote pursuant to paragraph 14.1 shall be deemed "approved" if a majority (more than 50%) of the voting power of the Grantors votes affirmatively to approve the matter. The voting power of the Grantors shall be in proportion to their respective contributions to the ERT as of the time the vote is taken.

15. Choice of Law.

This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey, except to the extent that federal law shall apply to questions arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or the National Contingency Plan, 40 C.F.R. Part 300, promulgated thereunder.

16. Interpretation.

As used in this Agreement, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The descriptive heading for each Section and Subsection of this

Agreement shall not affect the interpretation or the legal efficacy of this Agreement. It is agreed that neither the act of entering into this Agreement nor any contribution to the ERT nor any action taken under this Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Trustees or the Grantors, or any of them, with respect to the Site or otherwise; nor does it constitute a commitment or agreement, either expressed or implied, by any or all of them to undertake any further activities outside the scope of this Agreement.

17. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS the execution hereof of the Trustees as of the date first above written.

(Signature of the Trustee)

Helen Kramer Superfund Site Environmental Remediation Trust Agreement

Signature Page

WITNESS the execution of this Agreement by the undersigned Company by its
authorized representatives.

Name of Company: _____

Name of Signer: _____

Title of Signer: _____

Company Taxpayer Identification Number: _____

Date: _____

Designated Representative for Receipt of Notice:

Name: _____

Address: _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

APPENDIX A

(Initial Grantors)

APPENDIX B

(List of Original Trustee(s))

FIRST AMENDMENT
TO THE HELEN KRAMER LANDELL
SUPERFUND SITE TRUST AGREEMENT

WHEREAS, the Grantors entered into a Trust Agreement dated March 12, 1997, known as the Helen Kramer Landfill Superfund Site Trust Agreement (hereinafter referred to as the "Trust Agreement"), under which William H. Hyatt, Jr. is currently serving as Trustee; and

WHEREAS, in Section 4.5 of the Trust Agreement the Grantors reserved the right to alter, amend or revoke the Trust Agreement from time to time; and

WHEREAS, pursuant to the right reserved in Section 4.5 of the Trust Agreement, the Grantors wish to amend the Trust Agreement at this time;

NOW, THEREFORE, the Grantors hereby amend the Trust Agreement by restating it in its entirety as follows:

**"HELEN KRAMER LANDFILL SUPERFUND SITE
QUALIFIED SETTLEMENT FUND AGREEMENT**

**THE HELEN KRAMER LANDFILL SUPERFUND SITE
QUALIFIED SETTLEMENT FUND AGREEMENT**

TABLE OF CONTENTS

	Page
1. Definitions.....	3
2. Name and Purpose of the Trust.....	6
3. Contributions to the QSF	7
3.1 Initial payments by Grantors.....	7
3.2 Additional Contributions	7
3.3 Shortfall.....	8
3.4 Nature of Contributions by De Minimis Settling Defendants	8
3.5 No Transferability of Interest.....	8
4. Dispositive Provisions	9
4.1 Payment of Income and Principal	9
4.2 No Authority to Conduct Business	9
4.3 Time of Termination of the QSF	9
4.4 Distribution of QSF Upon Termination.....	10
4.5 Alterations, Amendments, and Revocation	10
5. Trustee Management.....	11
6. Express Powers of Trustees	12
6.1 Payment of Expenses of Administration.....	12
6.2 Retention of Property	12
6.3 Preservation of Principal.....	13
6.4 Retention of Investment Advisor and Other Consultants	13
6.5 Execution of Documents of Transfer	13
6.6 Extension of Obligations and Negotiations of Claims.....	13
6.7 Litigation.....	14
6.8 Execution of Contracts and Agreements.....	14
6.9 Discretion In Exercise of Powers.....	14
7. Governance of the Trustees.....	14
7.1 Majority.....	14
7.2 Meetings.....	15
7.3 Voting	15
7.4 Expenditures	15

	Page
8. Advice of Counsel.....	15
9. Trustee Compensation	16
10. Successor Trustees	16
10.1 Vacancy Caused by Resignation or Removal	16
10.2 Appointment of Successor Trustees.....	16
10.3 Acceptance of Appointment by Successor Trustees	17
10.4 Preservation of Record of Changes in Trustees	17
11. Instructions to the Trustees	18
11.1 Quarterly Reports	18
11.2 Annual Statements	18
11.3 Counsel	18
11.4 Records	19
12. Indemnity	19
12.1 Indemnity	19
12.2 Survival	20
13. Interests Not Assignable or Subject to Claims of Creditors	20
14. Approval by Grantors	20
14.1 Notice of Vote.....	20
14.2 Majority Approval	21
15. Choice of Law.....	21
16. Interpretation.....	21
17. Separate Documents.....	22

**THE HELEN KRAMER LANDFILL SUPERFUND SITE
QUALIFIED SETTLEMENT FUND AGREEMENT**

This Trust Agreement ("Agreement") is made as of this ____ day of _____, 1998, by and between the Grantors identified in Appendix A hereto whose authorized representatives have executed this Agreement (the "Initial Grantors") and the Trustee(s) identified in Appendix B hereto whose authorized representative has executed this Agreement (the "Trustee" or "Trustees"). Additional parties may become Grantors of the Helen Kramer Superfund Site Qualified Settlement Fund Trust established by this Agreement by having an authorized representative execute the Signature Page of this Agreement (the "Subsequent Grantors"); and

WHEREAS, the Initial Grantors are among the defendants named in two actions pending in the United States District Court for the District of New Jersey, captioned United States v. Helen Kramer et al., Civil Action No. 89-4340(JBS)(the "Federal Action") and State of New Jersey v. Almo Anti-Pollution Services Corp., et al., Civil Action No. 89-4380(JBS)(the "State Action") (collectively, the "Actions") in which the United States and the State of New Jersey (the "State") seek the recovery from the defendants of response costs and costs of cleanup and removal incurred and to be incurred at or in connection with the Helen Kramer Landfill Superfund Site in Mantua Township, Gloucester County, New Jersey (the "Site") and the performance by the defendants of response actions and cleanup and removal at or in connection with the Site (collectively, the "Federal and State Claims") and in which the defendants, including the Initial Grantors, have asserted claims for indemnity and contribution against each

other and against parties named as third party defendants in the Actions (collectively, the "Indemnity and Contribution Claims"); and

WHEREAS, without admitting any liability to the United States, the State or anyone else, the Initial Grantors are attempting to negotiate settlements (a) of the Federal and State Claims with the United States and the State, and (b) of the Indemnity and Contribution Claims with the other defendants and third party defendants named in the Actions; and

WHEREAS, the Initial Grantors anticipate that if such settlements are achieved, one or more consent decrees documenting the settlements may be entered by the Court in the Actions (collectively, the "Consent Decrees") and a separate site participation agreement may be entered into among the Initial Grantors and any Subsequent Grantors (the "Site Participation Agreement") pursuant to which the parties to the Site Participation Agreement will undertake to comply with the Consent Decrees; and

WHEREAS, the Initial Grantors, by themselves or together with other parties to the Actions (the "Offerors"), have entered into settlements, and expect to continue to enter into settlements with other defendants and third party defendants named in the Actions (the "Offerees"), provided all the Offerors are or become Initial Grantors or Subsequent Grantors, the Offerors may transfer the proceeds of such settlements with the Offerees to this Trust; and

WHEREAS, the Subsequent Grantors have contributed or will contribute Monies in escrow, some of which Monies may be transferred to this Trust upon or after the execution by the Initial Grantors of this Agreement; and

WHEREAS, the Grantors wish to establish a fund that will qualify as a Qualified Settlement Fund ("QSF") under Section 468B of the Internal Revenue Code of 1986 ("Code") and the Treasury Regulations thereunder, either when all the requirements of Treasury Regulation Section 468B-1(c) are met, or under Treasury Regulation Section 1.468B-1(j)(2), as all of such Code and Treasury Regulation sections are now constituted and as may hereafter be amended from time to time, for the primary purpose of facilitating the payments and work required under the Consent Decrees; and

NOW, THEREFORE, the Trustee hereby agrees it will hold, manage, invest and reinvest the funds contributed to this QSF, and any income earned thereon, consistent with this Agreement and with any Consent Decrees or Site Participation Agreement which may be entered in the Actions or executed by the Initial Grantors alone or in conjunction with one or more Subsequent Grantors, together with any other property hereafter conveyed, assigned, transferred or paid to it, as Trustee, in Trust, subject to the terms, provisions and conditions hereinafter set forth.

1. **Definitions:**

As used in this QSF Agreement:

- 1.1. The term "Helen Kramer Landfill Superfund Site" or "Site" shall have the meaning assigned to the term "Site" in the Consent Decrees;

- 1.2. The term "Consent Decrees" shall mean any consent decree or consent decrees that may be entered by the Court to document any settlements the Initial Grantors and others may reach resolving the Federal and State Claims and/or the Indemnification and Contribution Claims with respect to the Site;
- 1.3. The term "Qualified Settlement Fund" or "QSF" shall mean a fund that is intended to satisfy the requirements of Section 468B of the Code and the Treasury Regulations thereunder;
- 1.4. The term "Grantors" shall include the Initial Grantors, which are listed in Appendix A hereto whose authorized representatives have executed this Agreement at various times, and also any Subsequent Grantors, which are those Grantors other than the Initial Grantors whose authorized representatives have executed this Agreement or may execute this Agreement in the future;
- 1.5. The term "Technical Committee" shall mean any Technical Committee of the Helen Kramer Site Group which may be established pursuant to any Site Participation Agreement;
- 1.6. The term "Trustee" shall mean the corporate fiduciary listed on Appendix B hereto, and its corporate successors, and also any successor or successors to such Trustee appointed in the future, but in no event shall any such Trustee or successor Trustee be a "related person" as defined in Treasury Regulation Section 1.468B-1(d)(2).

- 1.7. The term "De Minimis Settling Defendants " shall have the meaning assigned to the term "De Minimis Settling Defendants" in the Consent Decrees;
- 1.8. The term "Executive Committee" shall mean any Executive Committee of the Helen Kramer Site Group which may be established pursuant to any Site Participation Agreement;
- 1.10 The term "Participating Parties" shall mean those signatories to the Consent Decrees listed in the Consent Decrees;
- 1.11 The term "Site Participation Agreement" shall mean any separate agreement which may be entered into by the Initial Grantors alone or in conjunction with one or more Subsequent Grantors, and provided to the Trustee, which Agreement sets forth the manner in which the Participating Parties will undertake to comply with any such Consent Decrees which may be entered by the Court in the Actions;
- 1.12 The term "Work" shall have the meaning which may be assigned that term in any Consent Decrees which may be entered by the Court in the Actions;
- 1.13 The term "Contractor" shall mean a qualified person or entity selected by the Executive Committee and engaged by the Trustee pursuant to the provisions of any Site Participation Agreement for the purpose of performing the Work;
- 1.14 The term "EPA" shall mean the United States Environmental Protection Agency;
- 1.15 The term "DEP" shall mean the New Jersey Department of Environmental Protection;

1.16 The term "ROD" shall mean the Record of Decision issued by the Environmental Protection Agency with respect to the Site on September 28, 1985, as modified and as said ROD may be modified from time to time in accordance with the terms of any Consent Decrees which may be entered by the Court in the Actions;

1.17 The term "SOW" shall mean any Scope of Work which may be attached to any Consent Decrees which may be entered by the Court in the Actions;

2. **Name and Purpose of the Trust.**

This Trust shall be known as the Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust (the "QSF"). The purpose of the QSF is to obtain, hold, invest and disburse funds, and income earned thereon, necessary to satisfy the obligations of the Grantors primarily for payments to be made for reimbursement of response costs and natural resource damages, and secondarily for operation and maintenance of the remedial action, including Five Year Reviews at or in connection with the Site, as provided in the Consent Decrees. In fulfilling this purpose, in no event shall any payments be made hereunder to the Helen Kramer Landfill Superfund Site Environmental Remediation Trust, of which some of the Grantors of this Agreement may also be grantors, and in no event shall payments intended by the Grantors to be paid to such Environmental Remediation Trust be deposited herein. To fulfill this purpose, the Trustee shall thoroughly familiarize itself with the terms of any Site Participation Agreement, and will take all actions within its

powers necessary to ensure that any Consent Decrees are fully effectuated with respect to the performance of the Work.

3. **Contributions to the QSF.**

3.1. **Initial Payments by Grantors.** The Grantors have agreed to contribute to the QSF. The amount of the contribution to the QSF to be made by each is the subject of a separate agreement.

3.2. **Additional Contributions.** Notwithstanding any other provision of this Agreement, the Trustees, or if an Executive Committee is established, the Executive Committee, determines that an additional contribution is required by the Initial Grantors to ensure the completion of the payments required to be made or the uninterrupted progress and timely completion of the Work required by any Consent Decrees which may be entered by the Court with respect to the Site to which the Grantors are signatories, the Trustees shall, or if an Executive Committee is established, the Executive Committee shall certify the amount of such additional contribution to the Trustees, and then the Trustees shall promptly demand in writing that the Initial Grantors pay such amount. If an Executive Committee is established, a written demand upon the Executive Committee shall constitute a demand upon the Initial Grantors. The Initial Grantors shall make the necessary payments within thirty (30) days after receipt of such notice, or upon such shorter time as certified by the Executive Committee

The Initial Grantors remain obligated to ensure that the QSF is sufficient to complete the payments required in any Consent Decrees which may be entered by the Court in the Ac-

tions related to the Site to which they are signatories, and to maintain sufficient assets to satisfy the purpose of this QSF as set forth in Sections 2 and 3 herein. The Initial Grantors hereby agree to satisfy in a timely manner all future demands upon them made in accordance with this Section 3.2.

- 3.3. **Shortfall.** In the event that any Initial Grantor fails to make any additional contribution in a timely fashion in accordance with any Site Participation Agreement, the Trustees shall promptly demand that the remaining Initial Grantors pay such shortfall. If an Executive Committee is established, demand upon the Executive Committee shall constitute demand upon the Initial Grantors. The remaining Initial Grantors shall pay the amount of shortfall within thirty (30) days after receipt of the demand, or such shorter period as may be specified in the demand.
- 3.4. **Nature of Contributions by Grantors.** All contributions to the Trustee for the QSF shall be made in immediately available funds. All such contributions, together with the earnings thereon, shall be held as a trust fund for the payment of the costs and expenses to be incurred by the Trustee as herein provided. Contributions made to the QSF shall not be construed as fines, penalties or monetary sanctions.
- 3.5. **No Transferability of Interest.** The interest of the Grantors herein, and their obligation to provide funds under this section, is not transferable, except to a successor corporation or corporations, and any such transferee corporation shall assume the obligations of the transferring Grantors by executing such documents as the Trustee may require.

4. **Dispositive Provisions.**

- 4.1. **Payment of Income and Principal.** During the term of this QSF, the Trustee shall pay or apply such part (or all) of the income and principal of the QSF as it deems advisable in order to defray the approved costs incurred at the direction of the Initial Grantors, or any Executive Committee, or their or its designees, in making the payments required to be made and, if necessary, in performing the Work in accordance with the terms of this Agreement and any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to which the Initial Grantors are signatories. In this regard, the Trustee shall make all payments and pay all bills and invoices approved for payment in writing by the Initial Grantors, or by any Executive Committee, or their or its designees. Bills and invoices to be paid by the Trustee after approval by the Initial Grantors, or by any Executive Committee, may include, but are not limited to, bills from contractor(s) and bills for oversight or administration costs incurred with respect to the Site by or on behalf of the Initial Grantors.
- 4.2. **No Authority to Conduct Business.** The purpose of the QSF is limited to the matters set forth in Sections 2 and 3 hereof, and this Agreement shall not be construed to confer upon the Trustee any authority to carry on any business or activity for profit or to divide the gains therefrom among the Grantors.
- 4.3. **Termination of the QSF.** This Trust shall terminate upon termination of any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to

which the Grantors are signatories, or distribution of the QSF pursuant to Section 4.4 hereof, or exhaustion of the income and principal hereof.

4.4. Distribution of QSF Upon Termination. Upon termination of this Trust, the Trustee shall liquidate the assets of the QSF and thereupon distribute any remaining trust property, including all accrued, accumulated, and undistributed net income, to the Initial Grantors in proportion to their respective contributions to the Trust during the term of the Trust. If any Initial Grantor shall have defaulted with respect to its obligations hereunder and shall remain in default at the time of termination hereunder, or if any Initial Grantor, or its successor, cannot be located within thirty (30) days after the termination date after diligent effort, the share of such defaulting or missing Initial Grantor of this Trust shall be deemed to be forfeited, and the Trustee shall distribute such forfeited share to the remaining Initial Grantors in proportion to their respective contributions to the QSF during the term of this Trust. In no event shall any distribution upon termination be made the Helen Kramer Landfill Superfund Site Environmental Remediation Trust, of which the Initial Grantors may also be grantors.

4.5. Alterations, Amendments and Revocation. This QSF may be altered, amended, or revoked from time to time by an instrument in writing executed by the Trustee and by a majority of the Initial Grantors, or if a Site Participation Agreement is executed by the Grantors, by a majority of the voting power of the Grantors as provided in any such Site Participation Agreement; provided, however, that no such alteration, amendment or revocation may conflict with or modify in any respect the obligations of the Settling

Parties under any Consent Decrees which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, and provided further (a) that if any Consent Decrees are entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, then any alteration, amendment, or revocation shall be subject to approval by EPA or DEP, as appropriate, pursuant to the terms of any such Consent Decrees, and (b) that Section 12 hereof shall not be revoked and shall not be altered or amended to limit the effect thereof with respect to acts or omissions taken or made up to thirty (30) days after such alteration or amendment.

5. **Trustee Management.**

The Trustee shall invest and reinvest the principal and income of the QSF and keep the QSF invested in one or more Money Market Accounts, such as a Government Fund and/or Treasury Bills, which shall be treated as a single fund without distinction between principal and income. For purposes of this paragraph, "Money Market Account" shall mean a no-load money fund whose objectives are current income consistent with liquidity and low-risk, the maintenance of a portfolio of high quality, short-term money market instruments, and maintenance of a constant \$1.00 net asset value per share. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the QSF. In investing, reinvesting, exchanging, selling and managing the Trustee shall discharge its duties with respect to the QSF solely in the interest of the accomplishment of the purposes and objectives of this Agreement. The Trustee, with the prior approval of the Initial Grantors pursuant to Sections 6.4 and 14, or

if an Executive Committee, with the prior approval of the Executive Committee, may engage the services of an investment advisor or manager, may rely on the advice of such advisor or manager, and may delegate investment decision-making authority to such advisor or manager with respect to management of the QSF. The Trustee shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such advisor or manager, nor for delegation in good faith of investment decision-making authority to such advisor or manager. The Trustee shall keep or arrange to be kept an accounting of all contributions to and disbursements from the QSF.

6. Express Powers of Trustee.

Without in any way limiting the power and discretion conferred upon the Trustee by the other provisions of this QSF or by law, the Trustee is expressly authorized and empowered as hereinafter set forth:

- 6.1. Payment of Expenses of Administration.** To incur and pay any and all charges, taxes and expenses upon or connected with the QSF in the discharge of its fiduciary obligations under this QSF Agreement. All such payments shall be made using the assets of the QSF.
- 6.2. Retention of Property.** To hold and retain all or any part of the QSF in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state

or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

- 6.3. **Preservation of Principal.** Notwithstanding any other provision in this Agreement, to at all times hold, manage, invest, and reinvest the assets of the QSF in a manner designed to preserve the accrued income and principal of the QSF for the purposes of the QSF.
- 6.4. **Retention of Investment Advisor and Other Consultants.** With the prior approval of the Initial Grantors, or, if an Executive Committee shall be established, with the prior approval of the Executive Committee, to engage the services of (and pay compensation to) an investment advisor, accountants, agents, managers, Common Counsel, or other consultants with respect to the management of investments of the QSF, the management of the QSF, or any other matters.
- 6.5. **Execution of Documents of Transfer.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.
- 6.6. **Extension of Obligations and Negotiations of Claims.** Upon obtaining approval of or direction from the Initial Grantors pursuant to Section 14, or if an Executive Committee shall be established, upon obtaining approval of or direction from the Executive Committee, to renew or extend the time of payments of any obligation payable to or by the QSF for such periods of time and upon such terms as the Trustee may determine, and, upon obtaining approval of or direction from the Initial Grantors pursuant to Section 14,

or, if an Executive Committee shall be established, upon obtaining approval of or direction from the Executive Committee, to compromise or otherwise adjust all claims in favor of or against the QSF.

6.7. **Litigation.** Upon obtaining approval of the Initial Grantors pursuant to Section 14, or if an Executive Committee shall be established, upon obtaining approval of or direction from the Executive Committee, to institute and defend litigation in the name of the QSF on behalf of or in the name of some or all of the Grantors.

6.8. **Execution of Contracts and Agreements.** At the direction of the Initial Grantors pursuant to Section 14, or, if an Executive Committee shall be established, at the direction of the Executive Committee, to make, execute, acknowledge and deliver any and all contracts or agreements on behalf of the Trust.

6.9. **Discretion in Exercise of Powers.** To do any other acts which it deems proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon it by this Agreement.

7. **Governance of the Trustees.**

7.1. **Majority.** Action may be taken, except as otherwise provided herein, by a majority of the Trustees then in office at any meeting of the Trustees at which a quorum is present. At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, or if only one such Trustee is then serving, such

Trustee shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

- 7.2. **Meetings.** Any action may be taken by the Trustees without a meeting if all the Trustees then in office consent to the action in writing and such written consents are filed with the records of the Trustees. Meetings of the Trustees may be held by telephone conference call.
- 7.3. **Voting.** Any action of the Trustees required to approve an amendment of this QSF Agreement or the termination of this QSF Agreement as provided herein shall require the affirmative vote and signatures of a majority of the Trustees then in office, or if only one Trustee is then serving, by such Trustee.
- 7.4. **Expenditures.** If more than one (1) trustee is serving, any expenditure from the QSF of any amount greater than \$1,000 for any single transaction shall require the signature of two (2) Trustees.

8. **Advice of Counsel.**

The Trustees may from time to time consult with counsel, who may be counsel to any of the Grantors, with respect to any question arising as to compliance with this Agreement or with any Consent Decree which may be entered by the Court in the Actions with respect to the Site, to which the Grantors are signatories, or with the ROD, any SOW or any Site Participation Agreement. The Trustees shall be fully protected, to the extent permitted by law, in acting in reliance upon the advice of counsel.

9. **Trustee Compensation.**

No individual serving as a Trustee shall receive any compensation for such Trustee's services as a Trustee under this Agreement; provided, however, that any Trustee may be reimbursed for expenses, including travel expenses, reasonably required and incurred by such Trustee in the performance of the Trustee's duties as Trustee. Unless otherwise agreed in writing prior to acceptance of appointment, any corporate Trustee acting hereunder shall be compensated in accordance with its published schedule of fees in effect from time to time during the period over which its services are performed.

10. **Successor Trustees.**

10.1. **Vacancy Caused by Resignation or Removal.** Any Trustee may resign at any time by delivering a resignation in writing to the Initial Grantors or, if an Executive Committee shall be established, to the Executive Committee. The Initial Grantors, or the Executive Committee, if one shall be established, may remove any Trustee by delivering notice of such removal in writing to such Trustee. Any such resignation or removal shall take effect within thirty (30) days of delivery of the notice of resignation or removal, or upon the acceptance of appointment in writing by a successor Trustee, whichever is earlier.

10.2. **Appointment of Successor Trustees.** Any vacancy in the office of Trustee created by death, resignation or removal by the Initial Grantors, or by the Executive Committee, if one shall be established, shall be filled by the Initial Grantors, or by the Executive Committee, if one shall be established, by an appointment in writing of a successor Trustee. In the event that any such vacancy in the office of Trustee is not filled by the

Initial Grantors, or by the Executive Committee, if one shall be established, within fourteen (14) days after the receipt by the Initial Grantors, or by the Executive Committee, if one shall be established, of a written request by the EPA Regional Administrator to do so, such vacancy may be filled by an appointment of a successor Trustee by a court of competent jurisdiction at the request of the EPA Regional Administrator. In no event shall any successor trustee appointed hereunder be a "related person" as defined in Treasury Regulation Section 1.468B-1(d)(2).

- 10.3. **Acceptance of Appointment by Successor Trustees.** Acceptance of appointment as a successor Trustee shall be in writing and shall become effective upon receipt by the Initial Grantors, or if an Executive Committee shall be established, by the Executive Committee, of notice of such acceptance. Upon the acceptance of appointment of any successor Trustee, title to the QSF shall thereupon be vested in said successor Trustee, jointly with the remaining Trustees, if any, without the necessity of any conveyance or instrument. Each successor Trustee shall have all the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder.
- 10.4. **Preservation of Record of Changes to Trustees.** A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Agreement in the custody of the Initial Grantors, or if an Executive Committee shall be established, in the custody of the Executive Committee.

11. **Instructions to the Trustees.**

Notwithstanding anything herein to the contrary, the Trustees are hereby directed to do the following in addition to other duties set forth in other provisions of this Agreement:

- 11.1. **Quarterly Reports.** Have prepared quarterly financial reports during the term of the Trust, describing the manner in which all of the assets of the QSF are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the QSF. Copies of such reports shall be transmitted by the Trustee in writing to the Initial Grantors, or if an Executive Committee shall be established, to the Executive Committee.
- 11.2. **Annual Statements.** Have prepared annual financial statements during the term of the Trust, describing the manner in which all of the assets of the QSF are then invested and the current market value of such assets, as well as the obligations, income and expenses of the QSF. All financial statements shall be prepared on an accrual basis, and shall be in accordance with Generally Accepted Accounting Principles, applied on a consistent basis. Copies of such statements shall be transmitted by the Trustees in writing to the Initial Grantors, or if an Executive Committee shall be established, to the Executive Committee.
- 11.3. **Counsel.** Advise, consult and confer with and otherwise inform the Initial Grantors, or if an Executive Committee shall be established, the Executive Committee, upon any request by the Initial Grantors or the Executive Committee, if one shall be established, with respect to matters arising out of this Agreement, administration of the QSF, or any other

matter which the Trustees, in their discretion, deem appropriate to bring to the attention of the Initial Grantors or the Executive Committee.

- 11.4. **Records.** Maintain records of all actions taken by the Trustees with respect to matters arising out of this Agreement or administration of the QSF. Copies of said records shall be provided to the Initial Grantors, or if an Executive Committee shall be established, to the Executive Committee, upon request, and upon termination of this QSF, said records shall be transmitted, together with all other records of the Trustees, to the Initial Grantors or to the Executive Committee, if one shall be established. The Trustees shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any of the Initial Grantors, or of any member of the Executive Committee, if one shall be established, has occurred.

12. **Indemnity.**

- 12.1. **Indemnity.** Each Trustee, whether initially named or appointed as a successor Trustee, acts as a Trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustees, or any of them hereunder in good faith, all persons shall look solely to the QSF and not the Trustees personally or any of the Grantors. Neither the Trustees nor the Grantors shall incur any liability, personal or corporate, of any nature in connection with any act or omission, made in good faith, of the Trustees or the Grantors in the administration of the QSF or otherwise pursuant to this Agreement. The Trustees initially named, appointed as successor Trustees by the Initial Grantors, or by the Executive Committee, if one shall be established, or appointed by a

court, shall be indemnified and held harmless by the QSF, and, to the extent that indemnification cannot be obtained from the QSF, jointly and severally by the Initial Grantors. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by such Trustee in defense of the aforementioned acts or omissions of the Trustees or the Initial Grantors. Except for the payment of all expenses reasonably incurred, this indemnification shall not apply to any liability arising from a criminal proceeding where the Trustee(s) had reasonable cause to believe that the conduct in question was unlawful.

12.2. **Survival.** This section shall survive the termination of the QSF.

13. **Interests Not Assignable or Subject to Claims of Creditors.**

The interest of any Grantor in the QSF shall not be subject to anticipation or assignment nor subject to the claims of any creditor of any Grantor and any interest reserved to any Grantor shall be made available to such party only upon termination of this QSF as provided herein.

14. **Approval by Grantors.**

Any matter which is subject to the approval by the Initial Grantors as indicated in this Agreement shall be obtained by means of a vote held among all of the Initial Grantors.

14.1 **Notice of Vote.** Any Initial Grantor or Trustee wishing to put a matter to a vote consistent with this Agreement shall give written notice to all Initial Grantors and the Trustees. A "written notice" shall consist of a writing sent by telefax or regular mail to

each Initial Grantor's Designated Representative for Receipt of Notice, as indicated on the signature page hereto, which contains: (a) the date fixed for return of all votes (which shall be fixed at least fifteen (15) days from the date notice was sent); (b) a concise statement of the matter to be voted upon; (c) a ballot which clearly provides for both affirmative or negative votes; and (d) the telefax and mailing address to which Initial Grantors' votes are to be transmitted.

- 14.2 **Majority Approval.** A matter brought to a vote pursuant to paragraph 14.1 shall be deemed "approved" if a of the Initial Grantors votes affirmatively to approve the matter.

15. **Choice of Law.**

This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey, except to the extent that federal law shall apply to questions arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or the National Contingency Plan, 40 C.F.R. Part 300, promulgated thereunder.

16. **Interpretation.**

As used in this Agreement, words in the singular include the plural and words in the plural include the singular and the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The description heading for each Section and Subsection of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. It is agreed that neither the act of entering into this Agreement nor

any contribution to the QSF nor any action taken under this Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Trustees, any of the Grantors, or other Participating Parties, or any of them, with respect to the Site or otherwise, nor does it continue a commitment or agreement, either express or implied, by any or all of them to undertake any further activities outside the scope of this Agreement.

17. **Separate Documents.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS the execution hereof of the Trustee as of the date first above written.

By: _____
(Name of Person executing Agreement on
behalf of Trustee)

Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust Agreement

Signature Page for Initial Grantor

WITNESS the execution of this Agreement by the undersigned Company by its authorized representatives.

Name of Company: _____

Name of Signer: _____

Title of Signer: _____

Company Taxpayer Identification Number: _____

Date: _____

Designated Representative for Receipt of Notice:

Name: _____

Address: _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

Helen Kramer Landfill Superfund Site Qualified Settlement Fund Trust Agreement

Signature Page for Subsequent Grantor

WITNESS the execution of this Agreement by the undersigned Company by its
authorized representatives.

Name of Company: _____

Name of Signer: _____

Title of Signer: _____

Company Taxpayer Identification Number: _____

Date: _____

Designated Representative for Receipt of Notice:

Name: _____

Address: _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

APPENDIX A

(Initial Grantors)

- (1) Carpenter Technology Corp.
- (2) Cytec Industries
- (3) Chemical Leaman Tank Lines, Inc.
- (4) Continental Can Company/Crown Cork and Seal
- (5) E.I. du Pont de Nemours and Company
- (6) Elf Atochem North America, Inc.
- (7) Mobil Research & Development Corp.
- (8) Rohm and Haas Co.

APPENDIX B

(List of Original Trustee(s))

”

First Amendment to Helen Kramer Landfill Superfund Site Trust Agreement

Signature Page for Grantor

WITNESS the execution of this First Amendment to the Helen Kramer Landfill Superfund
Site Trust Agreement of the Grantor:

DATED: _____

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT; Cytec Industries Inc.
on behalf of itself and on behalf of
American Cyanamid Company

Date: April 9, 1998

Ray L. Hill

Insert Address >>>

Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Karen Koster

Title:

Attorney

Address:

5 Garret Mountain Plaza

West Paterson NJ 07424

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer, et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Elf Atochem North America, Inc., (on behalf of
itself, Atochem, Inc., Polyrez Company, and
Pennwalt Corporation)

Date: April 15, 1998

By: 

Name: Frank B. Friedman

Title: Sr V.P. - HES

Address: 2000 Market Street
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Glenn A. Harns, Esquire

Title: Counsel

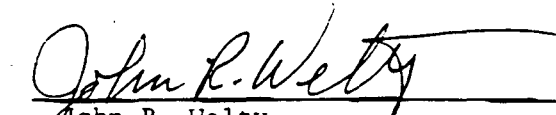
Address: Levin & Hluchan
1200 Laurel Oak Road, Suite 100
Voorhees, New Jersey 08043

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 16, 1998


John R. Welty
Vice President,
General Counsel & Secretary

Insert Address >>>

Carpenter Technology Corporation
101 West Bern Street
Reading, PA 19601

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John R. Welty
Vice President,
Title: General Counsel & Secretary
101 West Bern Street
Address: Reading, PA 19601

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT



Date: April 14, 1998

Insert Address >>>

Chemical Leaman Tank Lines, Inc.
102 Pickering Way
Exton, PA 19341-0200

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Lois Godfrey Wye
Title: Attorney
Address: Willkie Farr & Gallagher
1155 21st Street, N.W.
Washington, D.C. 20036-3384

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Crown Cork & Seal Company, Inc.

Date:

4/14/98

(for itself and on behalf of Continental
Can Company)

Insert Address >>>

William T. Gallagher
V.P.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

William T. Gallagher

Title:

Vice President

Address:

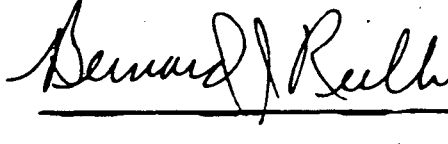
Crown Cork & Seal Company, Inc.

One Crown Way

Philadelphia, PA 19154

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANTDate: April 21, 1998

Insert Address >>>

E. I. du Pont de Nemours & Co.
Legal Dept. - D-7082
1007 Market St.
Wilmington, DE 19898

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Bernard J. Reilly
Title: Corporate Counsel
Address: 1007 Market St.
Wilmington, DE 19898

SETTLING DEFENDANT'S SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
MOBIL RESEARCH & DEVELOPMENT CORP.

Date:

April 15, 1998


T.M. MILTON

Insert Address >>>

SUPERFUND RESPONSE MANAGER
Mobil Oil Corp.
3225 Gallows Road
Fairfax, VA 22037-0001

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: D. DeAngelis
Title: Superfund Response Consultant
Address: Mobil Oil Corp
3225 Gallows Road
Fairfax, VA 22037-0001

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 14, 1998



Robert P. Vogel

Insert Address >>>

Rohm and Haas Company
100 Independence Mall West
Philadelphia, PA 19106-2399

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ellen S. Friedell, Esquire
Title: Assistant General Counsel
100 Independence Mall West
Address: Philadelphia, PA 19106-2399

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____

Insert Address >>>

20th CENTURY REFUSE REMOVAL CO.,
1818 E. Atlantic Street
Philadelphia, PA 19134

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQ.
Title: ATTORNEY FOR 20th CENTURY REFUSE REMOVAL CO., INC.
Address: 900 N. Kings Highway, Suite 310
Cherry Hill, NJ 08034

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 11.10.07

James N. Marianni
President

Insert Address >>>

A. MARIANNI'S SONS, INC.
2942 E. Tioga Street
Philadelphia, PA 19134

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQ.
Title: ATTORNEY FOR A. MARIANNI'S SONS, INC.
Address: MICHELMAN & BRICKER
900 N. Kings Hwy, Suite 310
Cherry Hill, NJ 08034


SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
A.C. Kissling

Date:

4/15/98


Pres.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Samuel H. Israel, Fox, Rothschild, O'Brien & Franke
LLP
Title: Attorneys for A.C. Kissling Co., Inc.
Address: 2000 Market Street, Philadelphia, PA 19103

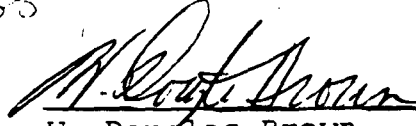
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 9, 1998

Insert Address >>>



W. Douglas Brown
Vice President-Administration
Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen S. Ferrara

Title: Attorney

Address: Air Products and Chemicals, Inc.
Law Department
7201 Hamilton Boulevard
Allentown, PA 18195-1501

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Akzo Nobel Chemicals Inc.
(f/k/a Akzo Chemicals Inc.)

Date: April 7, 1998

By: Edward K. Duplaga

Title: Assistant Secretary

Insert Address >>>

By: J. Morrison

Title: Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edward K. Duplaga

Title: Senior Counsel

Address: Akzo Nobel Chemicals Inc.

300 South Riverside Plaza, #2200

Chicago, Illinois 60606-6697

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 10, 1998

Insert Address >>>

Albert J. Mitchell
Albert J. Mitchell, formerly d/b/a
Mitchell's Waste Removal
330 North Woodbury Rd.
Pitman NJ 08071

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Joseph A. Manfredi, Esq.
Title: Attorney for Albert J. Mitchell
Address: Connellly & Manfredi, L.L.C.
336 Main St., P.O. Box 25
Bedminster NJ 07921

Albert J. Mitchell's signature witnessed by:

Name: John H. Buseman JOHN H. BUSEMAN
Title: Notary Public NOTARY PUBLIC OF NEW JERSEY
Date: 4-10-98 My Commission Expires Sept. 13, 1999

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-6-98

Alburger

Insert Address >>>

4256 Malta Street
Philadelphia, PA 19124

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Douglas F. Johnson, Esquire

Title: Counsel to Alburger Sons

Address: Earp Cohn & Pendery, P.C.
222 Haddon Avenue
Westmont, NJ 08108
FAX: (609) 854-6434

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/9/98

Insert Address >>>

(Signature)
RICHARD N. ALBURGER
GSB Building, Suite 300
Belmont & City Line Avenues
Bala Cynwyd, PA 19004

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQ.
Title: ATTORNEY FOR RICHARD N. ALBURGER
Address: 900 N. Kings Hwy, Suite 310
Cherry Hill, NJ 08034

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Alice Brenner and Bernhard Brenner
trading as A. Brenner

Date: 4-5-98

Alice Brenner
Alice Brenner

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark R. Rosen

Title: MESIROV GELMAN JAFFE CRAMER & JAMIESON, LLP

Address: 10 Melrose Avenue
Cherry Hill, NJ 08003-3647

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
ALLIEDSIGNAL INC.

Date: April 9, 1998

Robert J. Ford *RF*

Robert J. Ford

Insert Address >>>

P.O. Box 1139

Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David P. Cooke, Esq.
Title: Assistant General Counsel
Address: AlliedSignal Inc., Law Dept.
101 Columbia Rd.
P.O. Box 2245
Morristown, NJ 07962

SETTLING DEFENDANTS' SIGNATURE PAGE

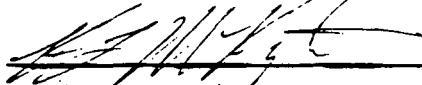
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

ALUMINUM COMPANY OF AMERICA

Date: 4/2/98

Insert Address >>>


KEVIN L. MCKNIGHT
1936 ALCOA BUILDING
PITTSBURGH, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID R. POE, ESQ.
Counsel, LeBoeuf, Lamb, et al.
Title: 601 Grant St., 7th Floor
Pittsburgh, PA 15219
Address: _____

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/8/98



Insert Address >>>

Eileen Burns Lerum, Esq.
Assistant Secretary and
Assistant General Counsel
AMERICAN NATIONAL CAN COMPANY
8770 West Bryn Mawr, Mail Code 13J
Chicago, Illinois 60631

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Eileen Burns Lerum, Esq.
Assistant Secretary
Title: and Assistant General Counsel
Address: AMERICAN NATIONAL CAN COMPANY
8770 West Bryn Mawr, Mail Code 13J
Chicago, Illinois 60631

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/6/98

Steven B. Schotland

Insert Address >>> STEVEN B. SCHOTLAND
AMERICAN PACKAGING CORPORATION
2900 GRANT AVENUE
PHILADELPHIA, PA 19114-2395

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Carl B. Everett
Title: Attorney
Address: Saul Ewing Remick & Saul LLP
3800 Centre Square West
Philadelphia, PA 19102

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

AMERICAN WATER WORKS SERVICE COMPANY, INC.

Date: April 9, 1998

W. Timothy Pohl

Insert Address >>>

1025 Laurel Oak Road
Voorhees, New Jersey 08043

Agent Authorized to Accept Service on Behalf of Above-signed Party:


Name: W. Timothy Pohl, Esquire

Title: Secretary & General Counsel

Address: American Water Works Company, Inc.
1025 Laurel Oak Road
Voorhees, New Jersey 08043

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.



JAMES P. DEMARIA, ESQ.

FOR SETTLING DEFENDANT

Date: April 14, 1998

AMS Industries, Inc.
c/o General Host Corporation
6501 East Nevada
Detroit, MI 48234

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James P. DeMaria
DeMaria & Associates, P.C.

Title: Authorized Representative/Outside Counsel

Address: 6 Beacon Street, 10th Floor, Suite 1000
Boston, MA 02108

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: 4/14/98

Insert Address >>>

FOR SETTLING DEFENDANT ANTHONY P. LIEZE
LAW OFFICES OF STEPHEN E. BELTZER P.C.
By Leonard E. Seaman, III
ATTORNEY FOR ANTHONY P. LIEZE

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

ANTHONY P. LIEZE

Title:

Address:

2907 PENNSYLVANIA AVE.

P.O. BOX 5595

DEPTFORD, NJ 08096-5595

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
ARCO Environmental Remediation, L.L.C.

Date: 4-6-98


Steven R. Porter
Counsel and Vice President Assessments

J.M.
4-6-98

Insert Address >>>

444 S. Flower Street #3281
Los Angeles, CA 90071

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation
Title: Registered Agent
Address: 818 W. Seventh Street
Los Angeles, CA 90017

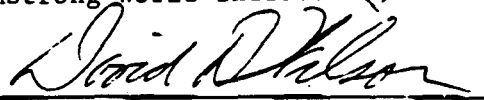
**Atlantic Richfield Company (ARCO) has assigned any potential liability for this site to ARCO Environmental Remediation, L.L.C.

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Armstrong World Industries, Inc.

Date: April 14, 1998



David D. Wilson
Assistant Secretary and Associate General
Counsel
313 West Liberty Street
Lancaster, PA 17603

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Carolyn A. Grimes
Title: _____
Address: The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/8/98

Daniel A. Corey
DANIEL A. COREY,

Insert Address >>>

CITY SOLICITOR
CITY HALL - ROOM 707
1501 BACHARACH BOULEVARD
ATLANTIC CITY NJ 08401

Agent Authorized to Accept Service on Behalf of Above-signed Party:

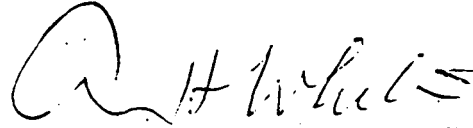
Name: ROBERT MCKINSTRY, ESQ.
Title: GALLARD SPAHR ETAL, 1735 MARKET STREET 5TH FL
Address: PHILA PA 19103
LEGAL COUNSEL

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/14/98



Alvin White, President
Atlantic Disposal Services, Inc. n/k/a
ACR of South Jersey, Inc.

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Sandford F. Schmidt, Esquire

Title: Attorney

Address: 29 Union Street, Medford, NJ 08055

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site:

FOR SETTLING DEFENDANT
Beazer East, Inc. (f/k/a Koppers
Company Inc.)

Date: 4/9/98

Edward O'Connell

Insert Address >>> Beazer East, Inc.
One Oxford Centre
Suite 3000
301 Grant Street
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edward O'Connell
Title: Counsel - Law Department
Address: One Oxford Centre
Suite 3000
301 Grant Street
Pittsburgh, PA 15219

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

April 6, 1998

SD Butler

Insert Address >>>

Stephen D. Butler, Esquire
Bechtel Power Corporation
50 Beale Street
San Francisco, CA 94105-1895

Agent Authorized to Accept Service on Behalf of Above-signed Party:

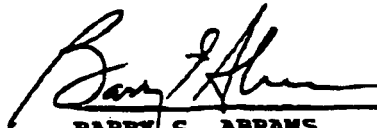
Name: Philip J. Katauskas, Esquire
Title: Partner
Address: Pepper, Hamilton LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: May 5, 1998



BARRY S. ABRAMS
Vice President, General Counsel and
Secretary
Bell Atlantic-New Jersey, Inc.
540 Broad Street
Newark, NJ 07101

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Donald B. Heeb, Esq.
Title: Counsel - General Attorney
Bell Atlantic-New Jersey, Inc.
Address: 540 Broad Street, Room 1704, Newark, NJ 07101

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 5/1/98

Daniel E. Monagle

Insert Address >>>

Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street, 32nd Floor
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Daniel E. Monagle
Title: Assistant General Counsel
Address: Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street - 32nd Floor
Philadelphia, PA 19103

With a copy to:
Madeleine H. Cozine, Esquire
Manko, Gold & Katcher, LLP
Cherry Tree Corporate Center
535 Route 38
Suite 320
Cherry Hill, NJ 08002
(609) 317-1299
(609) 317-1296 (Fax)

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

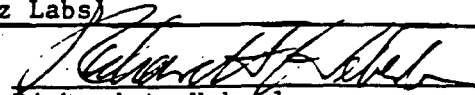
FOR SETTLING DEFENDANT

BETZDEARBORN INC. (successor to Betz Laboratories, Inc., referred to herein as Betz Labs)

Date: April 9, 1998

Insert Address >>>

By:


Richard A. Heberle
Senior Vice President

4636 Somerton Road
Trevose, PA 19053

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael F. Rettig

Title: Assistant General Counsel

Address: BetzDearborn Inc.

4636 Somerton Road
Trevose, PA 19053
215/942-3650; 215/953-5536 (fax)

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Gerald K. Burger Gerald K. Burger

Date: April 8, 1998

BFI Waste Systems of New Jersey, Inc.

Insert Address >>> 75 Broad Avenue
Fairview, NJ 07022

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael Cannon, Esq.
Title: Senior Environmental Counsel
Address: 757 N. Eldridge, Houston, TX 77079

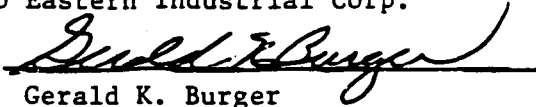
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

BFI Waste Systems of North America, Inc. successor
to Eastern Industrial Corp.

Date: April 13, 1998


Gerald K. Burger

Insert Address >>> 757 North Eldridge
Houston, TX 77079

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

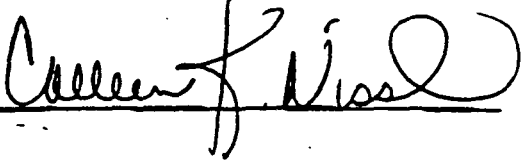
Name: Mark I. Slotkin, Esq.
Title: Attorney
Address: Dolchin, Slotkin & Todd, P.C.
One Commerce Square - 24th Floor
2005 Market Street
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 10, 1998



Insert Address >>>

Borden, Inc.
180 E. Broad Street
Columbus, OH 43215

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Company

Title: _____

Address: 830 Bear Tavern Road
West Trenton, New Jersey 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: 4/13/11

Insert Address >>>

FOR SETTLING DEFENDANT
City of Bordentown

[Signature]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: FRANK P. CAVALLO, JR., ESQ.
Title: SOLICITOR
Address: Three Greentree Centre, Suite 401
Greentree Road & Route 73
Marlton, NJ 08053

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
BP Exploration & Oil Inc.

Date: 4/8/98

[Signature]

David J. Anton
200 Public Square, 5-1613-T
Cleveland, OH 44114

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael L. Krancer
Title: Blank Rome Comisky & McCauley LLP
Address: One Logan Square
Philadelphia, PA 19103-6998

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT: BRANDY WINE
PAPER

Date: 4/21/98

Walter Blank

Insert Address >>>

865 Comstock Avenue
Los Angeles, CA 90024

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Loeb & Loeb LLP, Attn: James R. Birnberg
Title: Attorneys
Address: 1000 Wilshire Blvd, Suite 1800
Los Angeles, CA 90017-2475

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4-7-98

Insert Address >>>



James K. Vines, Esq.
BRIDGESTONE/FIRESTONE, INC.
50 Century Blvd.
Nashville, TN 37214

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Christopher R. Gibson, Esq.

Title: Attorney

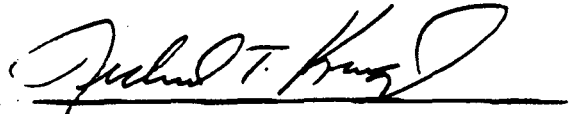
Address: Archer & Greiner
1 Centennial Square
Haddonfield, New Jersey 08033

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/22/98



Insert Address >>>

Bundy Corporation
12345 E. Nine Mile Rd.
Warren, MI 48090

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard Kingston
Title: Mgr. Facilities/Environmental
Address: 12345 E. Nine Mile Rd.
Warren, MI 48090

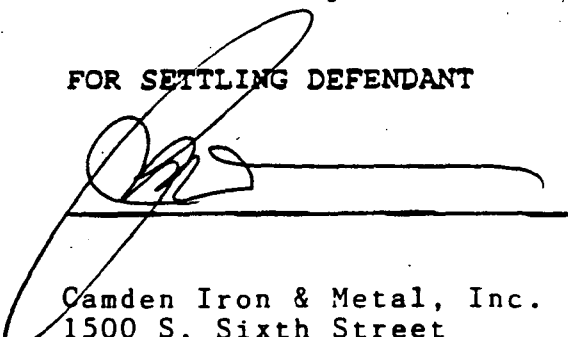
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 14, 1998

Insert Address >>>


Camden Iron & Metal, Inc.
1500 S. Sixth Street
Camden, NJ 08104

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John L. Bantivoglio, III

Title: Attorney

Address: Camden Iron & Metal, Inc.
1500 S. Sixth Street
Camden, NJ 08104

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 24, 1998



Insert Address >>>

George Marinakis, P.E.
Executive Director
CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY
Post Office Box 610
Cape May Court House, NJ 08210

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: George Marinakis, P.E.

Title: Executive Director

Address: Cape May County Municipal Utilities Authority
P.O. Box 610, Cape May Court House, NJ 08210

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/12/98

CAROSELLA Co.
x William J. Carosella President

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William J. Carosella Jr.
Title: Gen. Mgr. Carosella Co.
Address: Bureau 15312

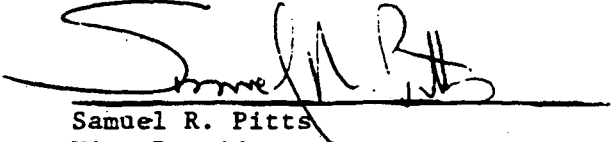
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 8, 1998

Insert Address >>>


Samuel R. Pitts
Vice President
CBS Corporation on behalf of CBS Inc.
11 Stanwix Street
Pittsburgh PA 15222

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Marlene W. Jackson, Esquire

Title:

Address:

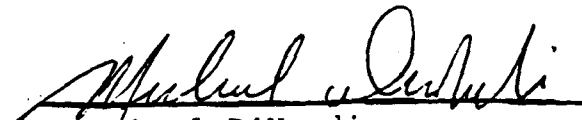
Babst Calland Clements & Zomnir
Two Gateway Center
Pittsburgh, PA 15222

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/1/98


Michael DiNardi

Insert Address >>>

Central Jersey Disposal Service Co., Inc.
115 Churchill Avenue
Somerset, New Jersey 08873

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert J. Greenbaum, Esq.

Title: Attorney

Address: c/o Budd Lerner Gross Rosenbaum Greenberg & Sade
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4-3-98

Mark B. Jones
ASSISTANT GENERAL
COUNSEL

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jane K. Murphy

Title: Attorney for Chamberlain Manufacturing Corporation

Address: Jones, Day, Reavis & Pogue
77 W. Wacker
Suite 3500
Chicago, Illinois 60601-1692

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
CHANTECLER INVESTMENTS, INC.

Date: APRIL 3, 1998

by  President

Insert Address >>> 4875 SHERWOOD FOREST DRIVE
DELRAY BEACH, FL 33445

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: WALTER A. KOENIG
Title: PRESIDENT
Address: 4875 SHERWOOD FOREST DRIVE
DELRAY BEACH, FL 33445

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998



Insert Address >>>

Chevron U.S.A. Inc.
100 Chevron Way
Richmond, CA 94802

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CSC Prentiss Hall
Title: Agent for Service
Address: 830 Bear Tavern Road
West Trenton, N.J. 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 04-06-98



Insert Address >>>

Kevin G. Corliss
Assistant Counsel
Corning Incorporated
1 Riverfront Plaza
Corning, NY 14831

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kevin G. Corliss
Title: Assistant Counsel
Address: Corning Incorporated
1 Riverfront Plaza
Corning, NY 14831

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
CRODA INKS CORPORATION

Date: April 9, 1998

BY: 

Insert Address >>>

Norman Cohen, Treasurer, Asst. Secretary
c/o Croda, Inc.
7 Century Drive
Parsippany, New Jersey 07054

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Norman Cohen
Title: Treasurer/Asst. Secretary
Address: Same

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-434C, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

C.T. Iuliano, Inc.

By: John A. Fitzpatrick, Esquire

Date: April 22, 1998

Insert Address >>>

209 S. Cedar Lane
Upper Darby, PA 19082

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John A. Fitzpatrick, Esquire
Title: Attorney for C.T. Iuliano, Inc.
and Attorney-In-Fact
Address: 306 W. Somerdale Road
Voorhees, New Jersey 08043

SETTLING DEFENDANTS' SIGNATURE PAGE

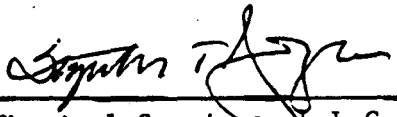
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

April 13, 1998

Insert Address >>>


CWM Chemical Services, L.L.C.
on behalf of R&R Sanitation Inc./
Gaess Environmental Services Corp.
3003 Butterfield Road
Oak Brook, IL 60523

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Pamela S. Goodwin, Esquire
Title: Counsel for CWM Chemical Services, L.L.C.
Address: Saul, Ewing, Remick & Saul, LLP
214 Carnegie Center
Suite 202
Princeton, NJ 08540

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Dana Corp.

Date: APRIL 9, 1998

Paul Fudacz

Insert Address >>>

P.O. Box 1000
TOLEDO, OH
43697

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: PAUL FUDACZ
Title: LEGAL COUNSEL
Address: P.O. Box 1000 TOLEDO, OH 43697

SETTLING DEFENDANTS' SIGNATURE PAGE


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Dean Witter Services Company, Inc. (as successor to the Levolor Corporation which was a successor-in-interest to Levolor-Lorentzen, Inc.)

Date: April 7, 1998

Insert Address >>>


Jay Cassell, Managing Director
Mr. Jay Cassell
c/o Dean Witter Reynolds Inc.
110 Pioneer Road POB 6222
Ketchum, Idaho 83340

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael J. Naughton, Esq.
Title: Kummer, Knox, Naughton & Hansbury
Address: Lincoln Center
299 Cherry Hill Road
Parsippany, NJ 07054

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Del Val Ink and Color, Inc.

Date: April 21, 1998



Frank A. Hamel, Jr.
President
Del Val Ink and Color, Inc.
1301 Taylor's Lane
Riverton, NJ 08077

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark L. First, Esquire
Title: Counsel to Del Val Ink and Color, Inc.
Address: Reed Smith Shaw & McClay LLP
Princeton Forrestal Village
136 Main Street, Suite 250
Princeton, NJ 08540

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 14, 1998

R.T.O.

Robert T. Orr, Esquire
Attorney for Derr & Son Contractors

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert T. Orr, Esquire
Title: Attorney for Derr & Son Contractors
Address: 36 Euclid Street
Woodbury, NJ 08096

SETTLING DEFENDANTS' SIGNATURE PAGE

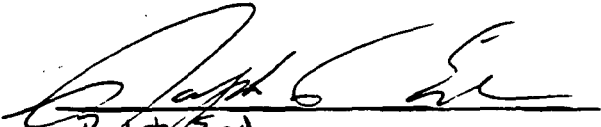
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

April 8, 1998

Insert Address >>>


Ralph End
Vice President
DeSoto, Inc.
5430 LBJ Freeway
Three Lincoln Center
Dallas, Texas 75240

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Joel L. Herz

Title:

Attorney for DeSoto, Inc.

Address:

Law Offices of Joel L. Herz

Lo. Palomar Corporate Center

3573 East Sunrise Drive, Suite 3215

Tucson, AZ 85718

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4/8/98

Insert Address >>>

James F. Jones

DISPOSAL CORPORATION OF AMERICA, INC.
a/k/a and/or affiliated with
JONES AND JOHNSON ENTERPRISES, INC.
3433 Moore Street
Philadelphia, PA 19145

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQUIRE
Title: ATTORNEY FOR DISPOSAL CORPORATION OF AMERICA, INC.
a/k/a and/or affiliated with JONES AND JOHNSON ENTERPRISES, INC.
Address: MICHELMAN & BRICKER
900 N. Kings Hwy, Suite 310
Cherry Hill, NJ 08034

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: APRIL 6, 1998

Dri-Print Foils, Inc.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:


TOM PETERS

Title:

CORPORATE CONSULTANT

Address:

1500 ONE CENTRAL PARK PLAZA
222 S. 15TH STREET, OMAHA, NE 68102

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

E.R. Squibb & Sons, Inc.

Date: 4/3/98

W E McGarry

Insert Address >>> Route 206 and Provinceline Road
Princeton, New Jersey 08540

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Helen E. Kleiner, Esq.

Title: Attorney Sills, Cummis, Zuckerman, Radin, Tischman Epstein &

Address: One Riverfront Plaza, Newark, NJ 07102

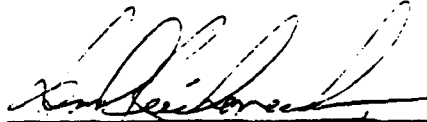
Gross

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/9/98


President & Secretary

Insert Address >>> Elg Metals, Inc. (formerly Steelmet, Inc.)
15th St. & River Road
P.O. Box 369
McKeesport, PA 15134

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William Fisher
Title: Authorized Agent
Address: 15th Street & River Road
P.O. Box 369
McKeesport, PA 15134

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

ENGELHARD CORPORATION

Date: April 13, 1998

By: 

DR. DONALD R. BAKER, ESQ.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jeffrey A. Walder, Esq.

Title: Attorney for Engelhard Corporation

Address: 5 Becker Farm Road, Roseland, NJ 07068

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

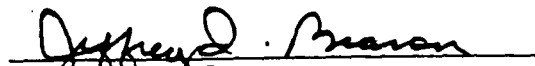
FOR SETTLING DEFENDANT

Date: April 13, 1998

EPEC Polymers, Inc., f/k/a Tenneco Polymers, Inc.

Insert Address >>>

P. O. Box 2511
Houston, TX 77252-2511


Jeffrey I. Beason
Vice President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Marcus Ferries
Title: Director of Environmental Remediation
Address: P. O. Box 2511
Houston, TX 77252-2511

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

APR 14, 1998

Insert Address >>>

4000 Columbia Ave.
Box 1139
Linwood NJ 08061

Henry H. Just, President
Easden, Inc. (Formerly known as
Lehigh, Inc. Southern Production
Inc. and Specialty Resins,
Inc.)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Vincent Puccio Esq. (Suarez & Suarez)

Title:

Address:

FINAL CONSENT DECREE

-42-

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Essex Chemical Corp.

Date: April 14, 1998

Mark Tucker

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Linda Mack Esq.
Title: Outside Counsel
Address: For Rothchild O'Brien and Frankel LLP
Princeton Pike Corporate Center
997 Lenox Drive
Building 3
Lawrenceville, NJ 08648-2311

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/8/98

John F. Tully

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

John F. Tully

Title:

ASSISTANT GENERAL COUNSEL

Address:

Exxon Co. U.S.A.

P.O. Box 2150

Suite 1503

Houston Tx. 77252-2150

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

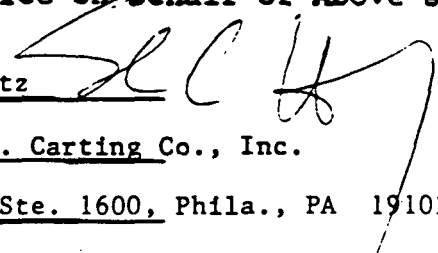
FOR SETTLING DEFENDANT

Date: 4/13/98

F.H. Carting Co., Inc.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

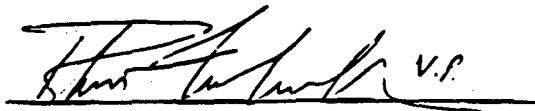
Name: Sandra C. Hymowitz 
Title: Attorney for F.H. Carting Co., Inc.
Address: 1617 JFK Blvd., Ste. 1600, Phila., PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/7/98

 V.P.

Insert Address >>>

FKI Industries Inc.
425 Post Road
Fairfield, CT 06430

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Bradford F. Whitman, Esq.
Title: Counsel for FKI Industries, Inc.
Address: Reed Smith Shaw & McClay LLP
2500 One Liberty Place
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
FMC Corp.

Date: 4/9/98



Robert T. Forbes
Director of Remediation

Insert Address >>>

1735 Market Street
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John F. Stillmun
Title: Counsel
Address: 1735 Market Street
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Food Haulers, Inc.

Date: 4/9/98



DEAN JANEWAY
President

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

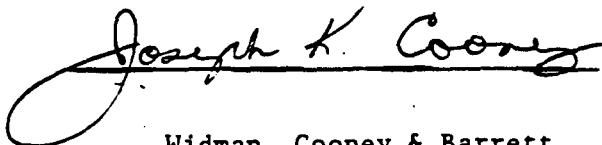
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Frank Kull Inc.

Date: 3/30/98



Insert Address >>>

Widman, Cooney & Barrett
1803 Highway 35
Oakhurst, NJ 07755

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Joseph K. Cooney
Title: Attorney
Address: 1803 Highway 35
Oakhurst, NJ 07755

SETTLING DEFENDANTS' SIGNATURE PAGE


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

THE FRANKLIN MINT

Date: May 4, 1998

BY:


HOWARD P. LUCKER, VICE PRESIDENT

Insert Address >>>

US ROUTE 1
FRANKLIN CENTER, PA 19091

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: HOWARD P. LUCKER

Title: VICE PRESIDENT

Address: The Franklin Mint, US Route 1, Franklin Center, PA
19091

With a copy to:
Madeleine H. Cozine, Esquire
Manko, Gold & Katcher, LLP
Cherry Tree Corporate Center
535 Route 38
Suite 320
Cherry Hill, NJ 08002
(609) 317-1299
(609) 317-1296 (Fax)

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer, et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANTS

G&S CO., INC.

BY:

Thomas Gola

THOMAS GOLA AS FORMER OFFICER AND
DISSOLVING DIRECTOR OF G&S CO., INC.
ON FEBRUARY 13, 1988.

Thomas Gola

THOMAS GOLA, IND., AND AS FORMER
OFFICER AND DISSOLVING DIRECTOR OF
G&S CO., INC., AND AS FORMER PARTNER
OF G&S PARTNERSHIP WITH JOHN SCIALLY,
DECEASED (WHO DIED BEFORE 1991)

DATE: April 16, 1998

Insert Address: c/o John F. Strazzullo, P.A.
Fairway Oaks, Suite 100
3641 Haddonfield Road
Pennsauken, NJ 08109

Agent Authorized to Accept Service on Behalf of Above-signed
Parties:

Name: Thomas Gola
Title: Former Director, Officer & Stockholder
Address: 15 Kings Oak Lane, Philadelphia, PA 19115

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer, et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANTS

G&S CO., INC.

BY:

JAMES COLOSIMO AS SHAREHOLDER, PRESIDENT AND DISSOLVING DIRECTOR OF G&S CO., INC. ON FEBRUARY 13, 1988.



THOMAS GOLA, IND. AND AS FORMER OFFICER AND DISSOLVING DIRECTOR OF G&S CO., INC., AND AS FORMER PARTNER OF G&S PARTNERSHIP WITH JOHN SCIALLY, DECEASED (WHO DIED BEFORE 1991)

DATED: April 16, 1998

Insert Address: c/o John F. Strazzullo, P.A.
Fairway Oaks, Suite 100
3641 Haddonfield Road
Pennsauken, NJ 08109

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

Name: Thomas Gola
Title: Former Director, Officer & Stockholder
Address: 15 Kings Oak Lane, Philadelphia, PA 19115

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/15/98



Garlock Bearings Division of Coltec Industries Inc

Insert Address >>>

Christopher B. Sheehy
Coltec Industries Inc
3 Coliseum Centre
2550 W. Tyvola Rd.
Charlotte, NC 28217

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John R. Mayo
Title: Assistant General Counsel
Address: Coltec Industries Inc
3 Coliseum Centre
2550 W. Tyvola Rd.
Charlotte, NC 28

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
General Electric Company

Date: May 1, 1998

David W. Thompson

David W. Thompson

Insert Address >>>

640 Freedom Business Center
King of Prussia, PA 19406

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kirk R. Macfarlane
Title: Counsel Mid-Atlantic/Southeast Region
Address: 640 Freedom Business Center
King of Prussia, PA 19406

With a copy to:
Madeleine H. Cozine, Esquire
Manko, Gold & Katcher, LLP
Cherry Tree Corporate Center
535 Route 38
Suite 320
Cherry Hill, NJ 08002
(609) 317-1299
(609) 317-1296 (Fax)

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

GENERAL MOTOCRAFT, INC.

Date: _____

4/2/98

Michael Amsterdam

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

MOGENE HUGHES, Esquire

Title:

KEINZARD BOLL & BRECKEN

Address:

1900 MARKET STREET, SUITE 700
PHILADELPHIA, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
General Motors Corporation

Date: 4/14/98

Michelle J. Fisher
its : attorney

Insert Address >>>

General Motors Legal Staff
M.C. 482-112-149
3044 West Grand Blvd.
Detroit, MI 48202

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Terry Cerwin
General Motors Service of Process

Title: _____

Address: M.C. 482-207-722
3031 West Grand Blvd.
Detroit, MI 48202

SETTLING DEFENDANT'S SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____



Insert Address >>>

Geppert Bros., Inc.
P.O. Box 81
3101 Trewigtown Road
Colmar, PA 18915

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard T. Abell, EsquireTitle: AttorneyAddress: P.O. Box 7544, Fort Washington, PA 19034-7544

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____

12/10/98



Sydney Freeman, President
General Trailers
c/o Crescent Trailer Park, Inc.
1400 Crescent Boulevard
Gloucester, NJ 08030

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Sandford F. Schmidt, Esquire

Title: Attorney

Address: 29 Union Street, Medford, NJ 08055

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT: Gilbert Spruance

Date: 4/21/98

[Signature] (FACILE MANDATE)

NRW: 2417 LOOGES LANE
ORELAND, PA 19175-2515

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: John J. Delany, III, Esquire

Title: _____

Address: Delany and O'Brien

325 Chestnut Street, Suite 1212
Philadelphia, PA 19106

FINAL CONSENT DECREE

-42-

P.03

APR 21 '98 12:27PM DELANY & O'BRIEN

P.03

APR 21 '98 02:42PM DELANY & O'BRIEN

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-14-98


GLOBE DISPOSAL CO., INC.

Insert Address >>>

300 East Township Line Road
Norristown, PA 19401

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQUIRE
Title: ATTORNEY FOR
GLOBE DISPOSAL CO., INC.
Address: MICHELMAN & BRICKER
900 N. Kings Highway, Suite 310
Cherry Hill, NJ 08034

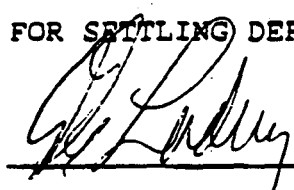
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: May 4, 1998

Insert Address >>>


Alvin E. Ludwig
Vice President - Controller
GTE Operations Support Incorporated
One Stamford Forum
Stamford, CT 06904

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Alvin E. Ludwig
Title: Vice President - Controller
GTE Operations Support Incorporated
Address: _____

One Stamford Forum
Stamford, CT 06904

With a copy to:
Madeleine H. Cozine, Esquire
Manko, Gold & Katcher, LLP
Cherry Tree Corporate Center
535 Route 38
Suite 320
Cherry Hill, NJ 08002
(609) 317-1299
(609) 317-1296 (Fax)

SETTLING DEFENDANTS' SIGNATURE PAGE

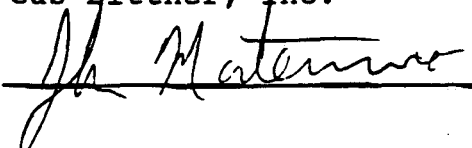
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Gus Bittner, Inc.

Date: April 14, 1998

Insert Address >>>


John P. Montemurro, Esquire
Attorney for Gus Bittner, Inc.
TOMLIN, CLARK, HOPKIN & MONTEMURRO
20 E. Redman Avenue
P.O. Box 1000
Haddonfield, NJ 08033

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John P. Montemurro, Esquire
Title: Attorney for Gus Bittner, Inc.
Address: 20 E. Redman Avenue, P.O. Box 1000,
Haddonfield, NJ 08033

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 10, 1998



John P. Ray

Insert Address >>>

H.B. Fuller Company
3530 North Lexington Ave.
Shoreview, MN 55126

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Diane M. Helland
Title: Attorney
Address: Briggs and Morgan, P.A.
 2400 IDS Center
 80 South Eighth Street
 Minneapolis, MN 55402

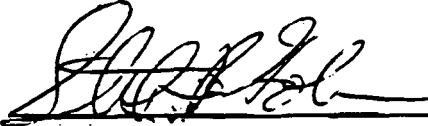
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/13/98

Insert Address >>>



HANCOCK WASTE PAPER REMOVAL COMPANY
P.O. Box 17588
Philadelphia, PA 19105

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID MICHELMAN, ESQ.
Title: ATTORNEY FOR HANCOCK WASTE PAPER REMOVAL COMPANY
Address: MICHELMAN & BRICKER
900 N. Kings Highway, Suite 310
Cherry Hill, NJ 08034

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 04-01-98

Ann L. Jones

Insert Address >>>

Ann L. Jones
CEO of Hangsterfers Laboratories, Inc.
Hangsterfer's Laboratories, Inc.
P.O. Box 68'
Mantua, NJ 08051

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ann L. Jones
Title: CEO Hangsterfer's Labs, Inc.
Address: P.O. Box 68
Mantua, NJ 08051

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

HERCULES INCORPORATED
FOR SETTLING DEFENDANT

Date: _____

Kendall W. Patten 4/14/99 *RPW*

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

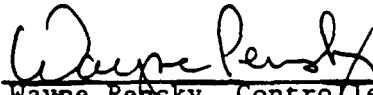
Name: Richmond L. Williams
Title: Counsel
Address: Hercules Plaza, 8328 SE
Wilmington, DE 19894-0001

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998



Wayne Pensky, Controller

Hexcel Corporation a/k/a Fine Organics, Inc.
and Fine Organics Corporation
5794 W.Las Positas Blvd.
Pleasanton, CA 94588

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: A.William Nosil

Title: Corporate Environmental Engineering Manager

Address: Hexcel Corporation a/k/a Fine Organics, Inc. and Fine
5794 W.Las Positas Blvd. Organics Corporation
Pleasanton, CA 94588
925.847-9500 ext. 4482

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/9/98

Edward O'Connell

Insert Address >>>

Hygrade Food Products
c/o One Oxford Centre
Suite 3000
301 Grant Street
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edward O'Connell
Title: Counsel
Address: One Oxford Centre
Suite 3000
301 Grant Street
Pittsburgh, PA 15219

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

International Business Machines Corp.

Date: 4/6/98

Insert Address >>>

J. K. Guerin
Senior Counsel

P. O. Box 100, MD2428
Somers, NY 10589

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. K. Guerin

Title: Senior Counsel

Address: P. O. Box 100, MD2428

Somers, NY 10589

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-15-98

Insert Address >>>

Kasper Brothers, Inc.
4575 Torresdale Avenue
Philadelphia, PA

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John T. Bazzurro, Esq.

Title: _____

Address: Wolff, Helies & Duggan
P.O. Box 550
188 East Bergen Place
Red Bank, NJ 07701

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Kimberly-Clark Corporation (formerly
Scott Paper Company)

Date: April 2 , 1998

Kenneth A. Strassner

Kenneth A. Strassner
Vice President -- Environment & Energy
1400 Holcomb Bridge Road
Roswell, GA 30076

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Marcia K. Cowan, Esq.
Title: Counsel
Kimberly-Clark Corporation
Address: 1400 Holcomb Bridge Road
Roswell, GA 30076

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
-- KING INDUSTRIES, INC.

Date: April 1, 1998

By: x

Barbara L. King

Insert Address >>> Science Road
Norwalk, CT 06850

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark V. Burns, Esq.
Title: Attorney
Address: 148 East Avenue, Suite 1N
Norwalk, CT 06851

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/13/98

Arnold S. Block, attorney for
LENMAR, INC.
150 South Salverton Road
Baltimore, MD 21223

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Arnold S. Block, Esquire

Title: Attorney

Address: Stradley, Ronon, Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/9/98

Insert Address >>>

Timothy M. Kelley
Timothy M. Kelley
Lilly INDUSTRIES
733 S. West Street
INDIANAPOLIS, INDIANA
46225

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Sean Griggs
Title: Attorney -
Address: 11 S. Meridian St
INDIANAPOLIS, INDIANA
46204

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Lindendenwold Municipal Utilities
Authority

Date: 4/22/98


FRANK HARTMAN, Chairman

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: DEBRA CORSON

Title: SENIOR CLERK

Address: 907 Turnerville Road, Pine Hill, NJ 08021

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: 4/14/98

Insert Address >>>

FOR SETTLING DEFENDANT NAY FORD LIPPINCOTT
WIFE OF STEPHEN E. LIPPINCOTT, JR. DECEASED

By [Signature]
LEONARD E. SEAMAN, III
ATTORNEY FOR NAY FORD LIPPINCOTT (DECEASED)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

by LIPPINCOTT

Title:

NEXT OF KIN

Address:

158 BERKLEY RD.
CLARKSBORO, N.J. 08020

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer, et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT**

DATE: 4/8/98

Carol A. Wiesner
Carol A. Wiesner
Vice President and Controller
Litton Industries, Inc.
21240 Burbank Boulevard
Woodland Hills, CA 91367

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

JOYCE INTERNATIONAL, INC.
c/o Litton Industries, Inc.
Jill M. Palmer, Esq.
1725 Jefferson Davis Highway, Suite 601
Arlington, VA 22202

Michael L. Krancer, Esq.
BLANK, ROME, COMISKY & McCAULEY, LLP
One Logan Square
Philadelphia, PA 19103-6998

~~XX Litton Industrial Automation Systems, Inc. (LIASI), Western Atlas, Inc., Litton Business Systems, Inc., Cole Steel Division, Cole Business Furniture Co. and Cole Steel~~

**Litton Industries, Inc., on behalf of itself and Litton Industrial Automation Systems, Inc (LIASI), Western Atlas, Inc., Litton Business Systems, Inc., Cole Steel Division and Cole Business Furniture Co. and Cole Steel and Joyce International, Inc.

FINAL CONSENT DECREE

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

LORD CORPORATION

Date: April 14, 1998

James W. Wright

James W. Wright

Vice President, Legal Affairs & Secretary
110 Corning Road, Suite 100
Cary, NC 27511

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Christopher J. I. Gannon, Esq.

Title: Attorney

Address: Lord Corporation, 110 Corning Road,
Cary, NC 27511

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United Sites v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site

FOR SETTLING DEFENDANT

Date: April 13, 1998

Judy F. DiIorio-Williams

Lucent Technologies Inc. (for and on behalf of AT&T)

475 South Street , Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John J. Cutrone

Title: Superfund Project Manager

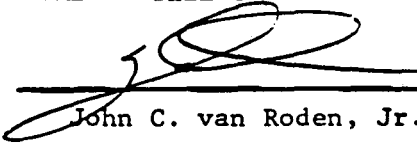
Address: Lucent Technologies, Rm: 2S009, 475 South Street, Morristown, NJ
07962-1976

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
LUKENS STEEL COMPANY

Date: April 13, 1998



John C. van Roden, Jr.

Insert Address >>> 50 South First Avenue
Coatesville, PA 19320

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Carl B. Everett
Saul, Ewing, Remick & Saul
Title: Attorney
Address: 3800 Centre Square West
Philadelphia, PA 19102

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
M&M Mars, a Division of Mars, Incorporated

Date: April 17, 1998



Insert Address >>>

C. Douglas Jarrett, Esq.
Keller and Heckman, LLP
1001 "G" Street, N.W.
Suite 500 West
Washington, D.C. 20001

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Corporation Trust Company
Title: 28 West Street
Address: Trenton, New Jersey 08608

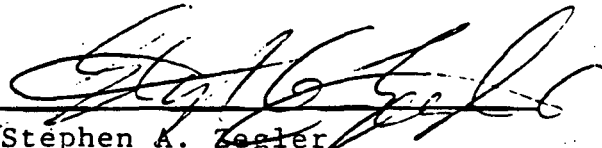
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>


Stephen A. Ziegler
Executive Vice President - Manufacturing & R&D
Mannington Mills, Inc.
Mannington Mills Road
Salem, New Jersey 08079

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Co.

Title: Not Applicable

Address: 1013 Centre Road

Wilmington, DE 19805

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/13/98

Robert C. Hudgins

Insert Address >>>

Township of Mantua
401 Main St.
Mantua, NJ 08051-1026

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John J. Tighe
Title: Clerk, Township of Mantua
Address: 401 Main St.
Mantua, NJ 08051-1026

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
MARISOL, INC.

Date: 4/13/98

James R. Nerger
James R. Nerger, President

Insert Address >>>

Marisol, Inc.
213 W. Union Ave.
Bound Brook, NJ 08805-1334

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Warren W. Faure, Esq.
Title: Corporate Counsel
Address: 213 W. Union Ave.
Bound Brook, NJ 08805-1334

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Mayco Oil and Chemical, a division of Castrol Industrial North America Inc.

Date: 4/14/98

Kathleen A. Dockery

Insert Address >>>

see below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kathleen A. Dockery
 Title: Secretary
 Address: Castrol North America
1500 Valley Road
Wayne, N.J. 07470

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

MBH Chemical

Harvey Reisman

Harvey Reisman

Date: April 4, 1998

Insert Address >>>

c/o Porzio, Bromberg & Newman, P.C.
163 Madison Avenue
Morristown, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas Spiesman, Esq.

Title: Attorney

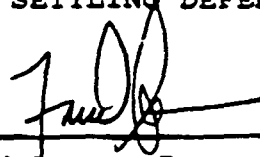
Address: Porzio, Bromberg & Newman, P.C.
163 Madison Avenue
Morristown, NJ 07962

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 9, 1998



Fred Semrau, Esq.

On behalf of the Borough of Mendham

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Fred Semrau
Title: Attorney
Address: Jansen, Bucco & DeBona
413 West Main Street
Boonton, NJ 07005

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/13/98

Beryl M. Kuder
Beryl M. Kuder
Counsel - Environmental Law

Insert Address >>>

Merck & Co., Inc.
PO Box 100, One Merck Drive
Whitehouse Station, NJ 08889-0100

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: _____
Address: 820 Bear Tavern Road
West Trenton, New Jersey 08628

SETTLING DEFENDANT'S SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Miller & Son

Date: 4-13-98

Allen T. Miller

24 Belleville Ave.
Belleville, NJ 07109

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Allen T. Miller

Title: Pres.

Address: 24 Belleville Ave
Belleville, N.J. 07109

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 9, 1997

Jeffrey Rudin

Jeffrey Rudin, Esquire
Millipore Corporation
80 Ashby Rd.
Bedford, MA 01730

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Patricia A. Powers, Esquire
Title: Staff Attorney
c/o Millipore Corporation
Address: 80 Ashby Rd.
Bedford, MA 01730

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-13-98

D. Moush Prouse

Insert Address >>> McCorquodale Color Cards
c/o Rexam Inc.
P.O. Box 472528
Charlotte, N.C. 28247

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Gerald Moran
Title: Counsel for Rexam Inc.
Address: P.O. Box 472528
Charlotte, N.C. 28247

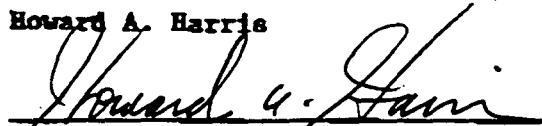
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Howard A. Harris

Date: 4-10-98



Insert Address >>>

Mobile Dredging & Pumping Co.
3100 Bethel Road
Chester, PA 19013-1405

Agent Authorized to Accept Service on Behalf of Above-signed Party:

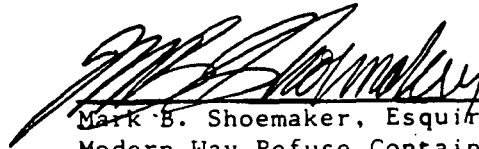
Name: Raymond T. Reott
Title: Outside Counsel
Address: Jenner & Block
One IBM Plaza
Chicago, IL 60611

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 14, 1998



Mark B. Shoemaker, Esquire, Counsel for
Modern Way Refuse Container Service --
authorized to execute document

Insert Address >>>

c/o Lillian Randanella
530 Jersey Avenue
Atco, NJ 08004

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John R. Gercke
Title: counsel for Modern Way Refuse Container Service
Address: 1236 Brace Road, Suite E
Cherry Hill, NJ 08034

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/21/98

By:

Monsanto Company

Brent J. Gilheusen
Brent J. Gilheusen
Assistant General Counsel
Solutia Inc.
Attorney - in - Fact for
Monsanto Company

Insert Address >>>

Solutia Inc
10300 Olive Blvd.
St. Louis, Missouri 63166-6760

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Monsanto Company's Agent for Service in New Jersey

Name:

Title:

Address:

CT Corporate System

820 Bear avern Road, Third Floor
West Trenton, N. J. 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____

4/14/98

Robert E. Wisniewski

Insert Address >>>

Robert E. Wisniewski
Secretary & Treasurer
Moore Products Co.
Sumneytown Pike
Springhouse, PA 19477

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James W. Daly, Esquire

Title: Counsel for Moore Products Co.

Address: Suite 1300, 1800 John F. Kennedy Blvd., Phila., PA 19103-2978

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
MORTON INTERNATIONAL, INC.*

Date: 4/15/98

By: 

*successor in interest to
Morton Thiokol

Insert Address >>>

Morton International, Inc.
Albert Greene, VP Engr. & Reg. Affairs
100 North Riverside Plaza
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jeffrey C. Wyant
Title: Environmental Counsel
Address: Morton International, Inc.
100 North Riverside Plaza
Chicago, IL 60606

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
BOROUGH OF MT. EPHRAIM

Date: 4/9/98


JOSEPH WOLK, MAYOR

Insert Address >>> Borough of Mt. Ephraim
121 S. Black Horse Pike
Mt. Ephraim, NJ 08059

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert L. Messick, Esquire
Title: 41 Grove Street
Address: Haddonfield, NJ 08033

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/3/98



David B. Garten
Vice President

Insert Address >>>

NL Industries, Inc.
16825 Northchase Dr., Suite 1200
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Marcus Martin

Title: Bartlit Beck Herman Palenchar & Scott

Address: 511 Sixteenth Street, Suite 700

Denver, CO 80202

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
NABISCO, INC.

Date: April 6, 1998

By

Robert K. DeVries
Robert K. DeVries
Vice President and
Asst. General Counsel

Insert Address >>>

7 Campus Drive
Parsippany, NJ 07054

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Prentice Hall Corporation System, New Jersey

Title: _____

Address: 830 Bear Tavern Road
West Trenton, N.J. 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998



Wm

Insert Address >>>

W.S. Weeber
Executive Vice President
Operations Staff

Nalco Chemical Company
One Nalco Center
Naperville, IL 60563

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. Michael Newton
Title: Assistant General Counsel
Address: Nalco Chemical Company
One Nalco Center
Naperville, IL 60563

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: April 13, 1998

FOR SETTLING DEFENDANT
National Aluminum Corporation
(formerly Denny Corp.)

By: Robert H. Stone
Robert H. Stone, Vice President

Insert Address >>>

5910 North Central Expressway
Suite 1780
Dallas, TX 75206

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert H. Stone
Title: VP & General Counsel
Address: Same as above

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/16/98

Timothy C. Wright

General Counsel & Secretary (Name)
(Title)

Insert Address >>>

NATIONAL-STANDARD
1618 Terminal Road
Niles, Michigan 49120

Agent Authorized to Accept Service on Behalf of Above-signed Party:

==

Name: JAMES W. DALY, ESQUIRE

Title: Counsel for National-Standard


Address: 1800 John F. Kennedy Blvd.
Suite 1300
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
National Starch and Chemical Company

Date: April 7, 1998

By: 
Alexander M. Samson, Jr.
Associate General Counsel, Regulatory
Affairs

Insert Address >>>

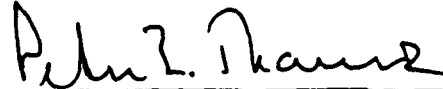
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Alexander M. Samson, Jr.
Title: Associate General Counsel, Regulatory Affairs
Address: 10 Finderne Avenue, Bridgewater, NJ 08807

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Nepera, Inc.



Date: April 14, 1998

Peter E. Thauer
Vice President

Insert Address >>>

c/o Cambrex Corporation
One Meadowlands Plaza
E. Rutherford, NJ 07073

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mary E. Fletcher
Title: Senior Counsel - Nepera, Inc.
Address: c/o Cambrex Corporation
One Meadowlands Plaza
E. Rutherford, NJ 07073

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
NEW JERSEY-AMERICAN WATER COMPANY, INC.

Date: April 9, 1998


KARL M. KYRISS, P.E.

VICE PRESIDENT - OPERATIONS

Insert Address >>>

NEW JERSEY-AMERICAN WATER COMPANY, INC.
500 Grove Avenue
Haddon Heights, New Jersey 08035

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael A. Sgro, Esquire

Title: Corporate Counsel and Secretary

Address: New Jersey-American Water Company
500 Grove Avenue
Haddon Heights, New Jersey 08035

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/9/98

Andrew E. Shipley
Andrew E. Shipley
Senior Counsel, Litigation
Eastern Operations

Insert Address >>>

NORTHROP GRUMMAN CORPORATION
MAIL STOP D08-005
SOUTH OYSTER BAY ROAD
BETHPAGE, N.Y. 11714-3580

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Irvin M. Freilich
Title: Counsel
Address: Hannoch Weisman
4 Becker Farm Road
Roseland, New Jersey 07068-3788

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 14 April 1998

William J. Campbell

Insert Address >>>

NVF Company
1166 Yorklyn Road
Yorklyn, DE 19736

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Todd O. Maiden
Firm: Baker & McKenzie
Address: 130 E. Randolph Drive
Chicago, IL 60601

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 14, 1998

Keith C. McDole

Insert Address >>>

Keith C. McDole
Senior Vice President and General Counsel
Occidental Chemical Corporation
5005 LBJ Freeway
Dallas, Texas 75244

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Angelo Cuonzo
Title: _____
Address: Mattson & Madden
One Gateway Center
Newark, NJ 07102-5311

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 8, 1998

Carl M. Richards
Olin Corp.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edward R. Parker c/o CT Corporation

Title: _____

Address: 5511 Staples Mill Road

Richmond, VA 23228

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Olivetti Corporation of America
now known as Olivetti Office USA, Inc

Date: APRIL 8, 1998

By: David Fraser

David Fraser, Vice President & CFO
of Olivetti Office USA, Inc.

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen M. Offen, Esq. as

Title: Attorney

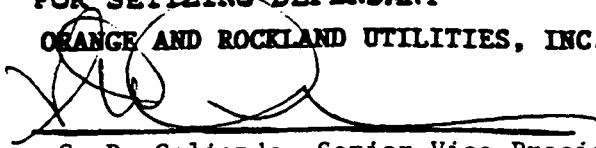
Address: 45 East High Street
P. O. Box 520
Somerville, NJ 08876

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
ORANGE AND ROCKLAND UTILITIES, INC.

Date: April 9, 1998


G. D. Caliendo, Senior Vice President,
Secretary and General Counsel

Insert Address >>>

One Blue Hill Plaza
Pearl River, NY 10965

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Norman W. Spindel, Esq.
Title: -
Address: Lowenstein Sandler PC
65 Livingston Avenue
Roseland, New Jersey 07068

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 04/21/98



Insert Address >>>

Brennan & Bernardin
434 Haddon Avenue
Collingswood, NJ 08108

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The "Original" W. Hargrove Wrecking Co.

Michael G. Brennan, Esquire
Title: Attorney for Settling Defendant
Brennan & Bernardin
Address: _____
P.O. Box 356
Collingswood, NJ 08108

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT ORVILLE MOORE, SR.

WAS OFFICER OF STEPHAN E. GELMAN, P.C.

BY LEONARD E. SEAMAN, III

ATTORNEY FOR ORVILLE MOORE, SR (DECEASED)

Date: 4/14/98

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ORVILLE MOORE, JR.

Title: NEXT OF KIN

Address: P.O. BOX 1369
ELMIRA, N.J. 08318

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/3/98

John L. Redger

Insert Address >>>

OWENS-ILLINOIS, Inc.
ONE SEAGATE
TOLEDO, OH 43666

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT CORPORATION SYSTEM

Title: _____

Address: 1300 EAST 9TH. ST. SUITE 1010
CLEVELAND, OH 44114

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

J. L. PATTERSON

Date: 4/12/98

John L. Patterson, Jr.
owner

Insert Address >>> *

By - Edith H. Patterson
Bookkeeper
Edith H. Patterson

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

Edith H. Patterson, Bookkeeper
132 Laurel Street
Woodbury, NJ 08096

J. L. Patterson
132 Laurel Street
Woodbury, New Jersey 08096

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-9-98

Insert Address >>>

John J. Burzichelli, Mayor
BOROUGH OF PAULSBORO
Administration Building
1211 Delaware Street
Paulsboro, NJ 08066

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John Salvatore

Title: Administrator

Address: Admin. Bldg., 1211 Delaware Street
Paulsboro, NJ 08066

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998



Corbin A. McNeill, Jr.
Chairman, President and CEO
PECO Energy Company
2301 Market Street
Philadelphia, PA 19103

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

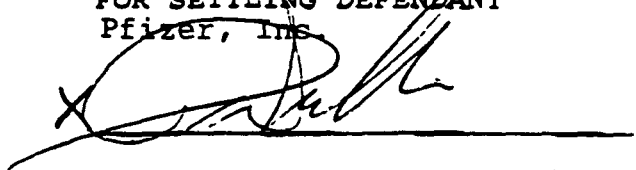
Name: Edward J. Cullen, Jr.
Title: Deputy General Counsel
PECO Energy Company
Address: 2301 Market Street, S23-1
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Pfizer, Inc.

Date: April 14, 1998



Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

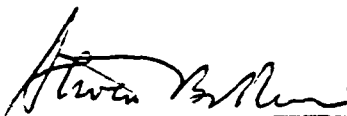
Name: William Warren, Esq.
Title: _____
Address: Drinker Biddle & Reath LLP
105 College Road East, Suite 300
P.O. Box 627
Princeton, NJ 08542-0627

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998



Insert Address >>>

Philadelphia Newspapers, Inc.
400 N. Broad Street
P.O. Box 8263
Philadelphia, PA 19101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Christopher M. Roe, Esquire

Title: Dechert Price & Rhoads

Address: 4000 Bell Atlantic Tower, 1717 Arch Street

Philadelphia, PA 19103-2793

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

CITY OF PHILADELPHIA

Date: 4/3/98

T. Michael Mather

Insert Address >>>

T. Michael Mather, First Deputy City Solicitor
City of Philadelphia Law Department
1600 Arch Street, 8th Floor
Philadelphia, PA 19103-2081

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert A. Sutton, Esq.

Title: Deputy City Solicitor

Address: City of Philadelphia Law Department
1600 Arch Street, 8th Floor
Philadelphia, PA 19103-2081

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4/14/98

Insert Address >>>

Robert W. Hopewell III
ROBERT W. HOPEWELL III
CONTRACT ADMINISTRATOR

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

ROBERT W. HOPEWELL III

Title:

CONTRACT ADMINISTRATOR

Address:

PKF-MARK III, INC.

P.O. BOX 390

170 PHEASANT RUN
NEWTOWN, PA. 18940

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
PORTFOLIO ONE DEFENDANTS*

Date: April 13, 1998

Insert Address >>>



James H. Rempe
President - Portfolio One, Inc.
Sr. Vice President - Manor Care, Inc. and
ManorCare Health Services, Inc.
11555 Darnestown Road
Gaithersburg, MD 20878

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: General Counsel
Title: _____
Address: 11555 Darnestown Road
Gaithersburg, MD 20878

- * The Portfolio One Defendants are Portfolio One, Inc. (as successor to Chemline Corp, Almo Anti-Pollution Services Co., and Almo Tank Cleaning and Maintenance Corporation), Manor Care, Inc., and ManorCare Health Services, Inc. (formerly known as Manor Healthcare Corp.).

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

 Executive V.P.

Date: April 13, 1998

Plymouth Tube Company

Executive Vice President
29 W 150 Warrenville Road

P.O. Box 45

Warrenville, IL 60555

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven J. Lemon

Title: Attorney At Law

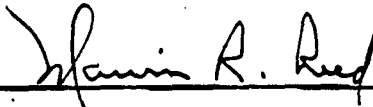
Address: Jones & Lemon
28 North Bennett Street
P.O. Box 805
Geneva, IL 60134-0805

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 14 April 1998



Insert Address >>> BOROUGH OF PRINCETON
PO Box 390
Princeton, NJ 08542

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DONALD W. MAYER-BROWN

Title: MANAGER, PRINCETON SEWER OPERATING COMMITTEE

Address: SAME

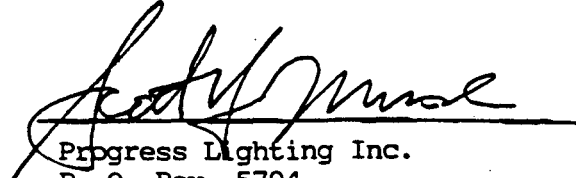
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 8, 1998

Insert Address >>>


Progress Lighting Inc.
P. O. Box 5704
Spartanburg, S. C. 29304-5704

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Bonnie A. Barnett
Title: Esquire
Address: 1345 Chestnut Street
Phila., PA 19107

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Krzmer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT Quick-Way, Inc.

Date: 4/14/198

Janet S. Kole
Counsel for Quick-Way, Inc.

Insert Address >>>

c/o The Law Offices of Janet S. Kole, P.C.
900 Haddon Ave.
Suite 412
Collingswood NJ 08108

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Janet S. Kole, Esq
Title: Counsel
Address: 900 Haddon Ave. Suite 412
Collingswood NJ 08108

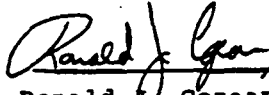
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/14/98

Insert Address >>>

 Secretary and General Counsel
Ronald J. Cozean, Vice President & Secretary
RB&W Corporation
23000 Euclid Avenue
Cleveland, OH 44117

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ronald J. Cozean
RB&W Corporation
Title: Vice President and Secretary
Address: 23000 Euclid Avenue
Cleveland, Ohio 44117

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Reagent Chemical & Research, Inc.

Date: 5/4/98

Insert Address >>>

Stephen T. Finney
Stephen T. Finney
Secretary/Treasurer
124 River Road
Middlesex, New Jersey 08846

Agent Authorized to Accept Service on Behalf of Above-signed Party: iii

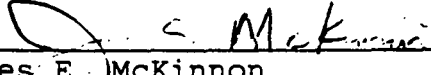
Name: Gabriel H. Halpern, Esq.
Fox and Fox LLP
Title: 70 South Orange Avenue
Address: Livingston, N.J. 07039

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer, et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

REYNOLDS METALS COMPANY

Date: April 2, 1998


James E. McKinnon
6601 West Broad Street
Richmond, Virginia 23230

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: D. Michael Jones
Title: Senior Vice President and General Counsel
Address: 6601 West Broad Street
Richmond, Virginia 23230

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4-13-98

Robt. L. Linnell

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Antonio L. Feliciani, Esquire

Title:

C/o Antonio Feliciani, P.A.

Address:

35 South Bend Street
Quincy, IL 60096

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 3/30/98

Insert Address >>>

Janet S. Kole, Counsel
Robert Hawthorne, Inc.
Bath & Orthodox Streets
Philadelphia, Pa. 19137

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Janet S. Kole
Title: Counsel
Address: 900 Haddon Ave., Suite 412, Collingswood NJ
08108

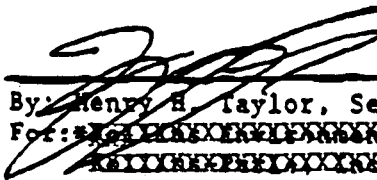
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 21, 1998

Insert Address >>>


By: Henry H. Taylor, Secretary
For: ~~Laidlaw Environmental Services (NJ) Inc. and~~
~~Rollins Environmental Services (NJ) Inc.~~
Laidlaw Environmental Services, Inc.
1301 Gervais Street, Suite 300
Columbia, SC 29201

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company
Title: 920 Bear Tavern Road
Address: West Trenton, NJ 08608

*Laidlaw Environmental Services, Inc. and Rollins Environmental Services (NJ) Inc. [now known as Laidlaw Environmental Services (Bridgeport), Inc. and Rollins-Purle, Inc.]

SETTLING DEFENDANT'S SIGNATURE PAGE

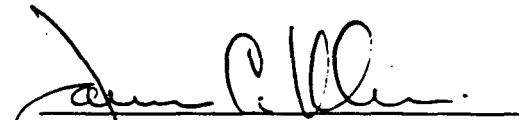
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

S.B. THOMAS, INC.

Date:

4/3/98


James C. Kline
55 Paradise Lane
Bay Shore, New York 11706

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter J. Russell, Esq.
Title: Bivona, Cohen et. al.
15 Mountain Boulevard
Address: Warren, New Jersey

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 04/08/98

Nicholas B. Baver

Insert Address >>>

Saltire Industrial, Inc.
(f/k/a Scovill, Inc.)
General Hose and Coupling
Division
800 Third Avenue,
24th Floor
New York, NY 10022

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: National Registered Agent, Inc.

Title: _____

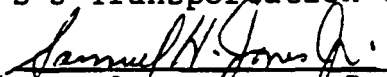
Address: 9 East Loockerman Street
Dover, DE 19901

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Samuel H. Jones, Jr. t/a
S-J Transportation Co.

Date: April 13, 1998



Samuel H. Jones, Jr.

Insert Address >>>

P.O. Box 169
Woodstown, New Jersey 08098

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Samuel H. Jones, Jr.
Title: Owner
Address: P.O. Box 169
Woodstown, New Jersey 08098

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

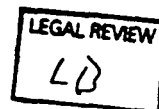
Schering Corporation

Date: 4/7/98

By: X

[Signature]
John E. Nine, Vice-President
2000 Galloping Hill Rd
Kenilworth, NJ 07033

Insert Address >>>



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Lee Braem
Title: Legal Director
Address: 2000 Galloping Hill Rd
Kenilworth, NJ 07033

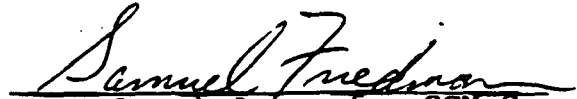
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

April 3, 1998



Samuel Friedman, for SCM Corporation
including its Glidden Division.

Insert Address >>>

200 International Circle, Ste. 5000
Hunt Valley, MD 21030

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name:	<u>Bonnie A. Barnett</u>
Title:	<u>Esquire</u>
Address:	<u>1345 Chestnut Street</u> <u>Phila., PA 19107</u>

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4-21-98

Insert Address >>>

Victoria S. Berghel

Victoria S. Berghel
Assistant General Counsel - Real Estate
Sears, Roebuck and Co.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Steven M. Sirois, Jenner + Block

Title:

Attorney for Sears, Roebuck and Co.

Address:

One IBM Plaza, Chicago, IL 60611

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Selas Corp. of America

Robert W. [Signature]

Date: April 7, 1998

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

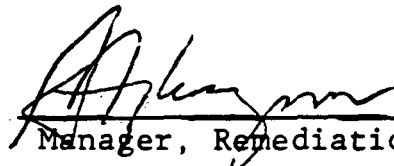
Name: Bonnie A. Barnett
Title: Esquire
Address: 1345 Chestnut Street
Phila., PA 19107

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 7, 1998



Manager, Remediation

Insert Address >>>

SHELL OIL COMPANY
P.O. Box 4320
Houston, TX 77210-4320

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Trust Company
Title: Authorized Agent
Address: 820 Bear Tavern Road
West Trenton, NJ 08628

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4/10/98

Insert Address >>>



Samuel Simon, President
Simon Wrecking Co., Inc.
2525 Trenton Avenue
Williamsport, PA

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven N. Yermish, Esq.
Title: Attorney for Simon Wrecking Co., Inc.
Address: 40 Darby Road, Paoli PA 19301

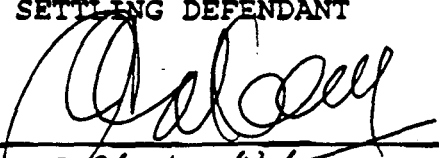
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 6, 1998

Insert Address >>>


J. Charles Wakenley
for SmithKline Beecham Corporation
on behalf of Defendant (Settling)
Beecham Laboratories

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: PAUL R. NOLL
Title: SENIOR COUNSEL
Address: SMITHKLINE Beecham Corporation
One Franklin Plaza
200 North 16th Street
Philadelphia, PA 19102

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Specialty Castings, Inc.

Date: 4-9-98

John E. Poyell

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:	<u>Edwin L. Meyer, Jr. Esq.</u>
Title:	<u>Attorney for Defendant</u>
Address:	<u>55 Cooper St.</u>
	<u>Woodbury, N.J. 08096</u>

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT



Date: April 1, 1998

Insert Address >>>

STEVEN TOWNSEND, PRESIDENT
SPECTRASERV INC. Formerly Modern
Transportation Company
75 Jacobus Avenue
Sc. Kearny, N.J. 07032

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MAX SPINRAD, ESQ.
Title: ATTORNEY
Address: 90 MILLBURN AVENUE
MILLBURN, N.J. 07041

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-13-98

Arnold S. Block, attorney for
SPRAY PRODUCTS CORPORATION
1323 Conshohocken Road
Norristown, PA 19404

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Arnold S. Block, Esquire

Title: Attorney

Address: Stradley, Ronon, Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103

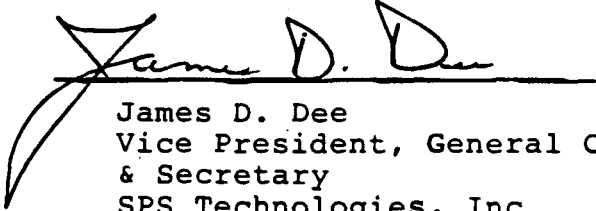
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>


James D. Dee
Vice President, General Counsel
& Secretary
SPS Technologies, Inc.
101 Greenwood Avenue, Suite 470
Jenkintown, PA 19046

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: CT Corporation

Title: _____

Address: Seven Penn Center, 1635 Market St., Phila., PA 1910

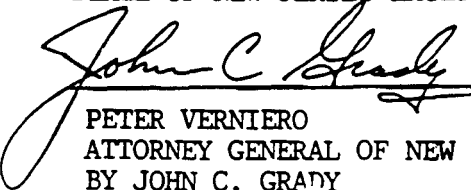
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
STATE OF NEW JERSEY EXCEPT NJDEP

Date: APRIL 21, 1998

Insert Address >>>


PETER VERNIERO
ATTORNEY GENERAL OF NEW JERSEY
BY JOHN C. GRADY
DEPUTY ATTORNEY GENERAL

STATE OF NEW JERSEY DIVISION OF LAW
25 MARKET STREET
TRENTON, NJ 08625

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JOHN C. GRADY, DAG
Title: DEPUTY ATTORNEY GENERAL
Address: PO BOX 117
25 MARKET STREET
TRENTON, NJ 08625

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Stratford Sewage Authority

Date: 4/7/98

William A. Valentine

Insert Address >>>

307 Union Avenue
Stratford, NJ 08084

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John Keenan, Jr.

Title: Secretary

Address: 307 Union Avenue, Stratford, NJ 08084

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/13/98

Insert Address >>>



Donald C. Reilly, President
Superior Tube Company
3900 Germantown Pike
P.O. Box 159
Collegeville, PA 19426

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter J. Neeson, Esquire/Rawle & Henderson LLP
Title: Counsel
Address: The Widener Building, One South Penn Square
Philadelphia, PA 19107

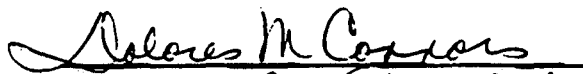
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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al.; Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-9-98

Insert Address >>>


BOROUGH of SWEDESBORO
PO Box 56
500 KINGS HWY
SWEDESBORO NJ 08085

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen W. Miller, Esquire
Title: Attorney for Borough of Swedesboro
Address: Manta and Welge
2000 Market Street, 6th Fl.
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4-13-98

Insert Address >>>

Arnold S. Block, attorney for
TECHNITROL, INC.
1210 Northbrook Drive
Suite 385
Trevose, PA 19053

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Arnold S. Block, Esquire
Title: Attorney
Address: Stradley, Ronon, Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Texaco Inc.

Date: 4/10/98

D. A. Callahan

Georgia A. Callahan

Acting General Manager-EHS Division

P. O. Box 509

Beacon, NY 12508

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: R. Scott McCay

Title: Senior Attorney

Address: Texaco Inc.

P. O. Box 4596
Houston, TX 77210-4596

Express Mail

1111 Bagby
Houston, TX 77002-2543

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

April 10, 1998

Thomas A. Waite

Insert Address >>>

Thomas A. Waite
Counsel
Office of the General Counsel
The Boeing Company
P.O. Box 3707 MS 13-08
Seattle, WA 98124-2207

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas A. Waite
Title: Counsel - Office of the General Counsel
Address: The Boeing Company
P.O. Box 3707 MS 13-08
Seattle, WA 98124-2207

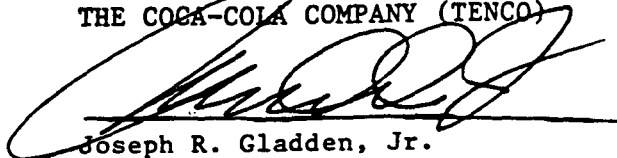
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: April 4, 1998

Insert Address >>>

FOR SETTLING DEFENDANT
THE COCA-COLA COMPANY (TENCO)



Joseph R. Gladden, Jr.
Senior Vice President, General Counsel

P.O. Drawer 1734
Atlanta, GA 30301

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert A. Boas
Title: Senior Litigation Counsel
Address: The Coca-Cola Company (Tenco)
P.O. Drawer 1734
Atlanta, GA 30301

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: _____

4/14/98

William H. P. France

The Lehigh Press Inc

Insert Address >>>

51 Haddonfield Road
Cherry Hill, NJ 08002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John M. Armstrong

Title: Esquire

Address: Schnader Harrison Segal & Lewis LLP
Suite 200, Woodland Falls Corporate Park
220 Lake Drive East
Cherry Hill, NJ 08002-1165

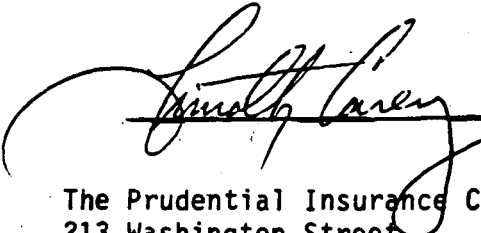
SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: 4/8/98

Insert Address >>>


The Prudential Insurance Company of America
213 Washington Street
Newark, New Jersey 07102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Elizabeth B. Sandza
Rocco N. Covino
Title: Attorneys
Address: 1875 Connecticut Avenue, N.W.
Suite 1200
Washington, DC 20009

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>

Triangle Publications, Inc.
now known as News
America Publications, Inc.,
1211 Ave. of the Americas
NY, NY 10036

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name:

Title:

Address:

Jan Constantine
Vice President
News America Publications, Inc.
1211 Ave of Americas
NY, NY 10036

SETTLING DEFENDANTS' SIGNATURE PAGE

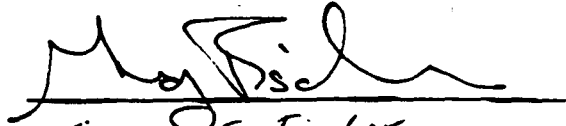
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4/2/98

Insert Address >>>



Gregory T. Fischer

V.P., Facilities and Asset
Management

for Unisys Corporation * / 10200 Holliston

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Arin A. Kees, Esq.

Title:

Counsel, Environmental Health & Safety

Address:

Unisys Corporation
Township Line & Union Meeting Roads
Blair Bell PA 19424
ms 52017

* Unisys Corporation is settling on behalf of Burroughs Corporation and Sperry Corporation

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date: April 2, 1998

Arthur M. McClain

Assistant Director, Environmental

Insert Address >>>

Arthur M. McClain
Union Carbide Corporation
39 Old Ridgebury Road
Danbury, CT 06817

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Judith I. Gleason, Esq., William L. Warren, Esq.

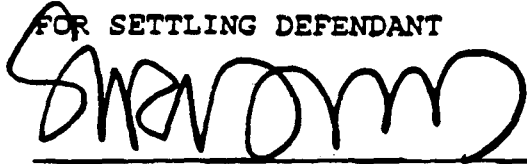
Title: Attorney

Address: Drinker Biddle & Reath LLP
105 College Road East, Suite 300
Princeton, NJ 08542

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT



Date: April 3, 1998

Insert Address >>>

Stephan K. Todd
for USX Corporation, formerly known as
United States Steel Corporation
600 Grant Street, Room 1500
Pittsburgh, PA 15219-2749

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David L. Smiga
Title: General Attorney
Address: 600 Grant Street, Room 1500
Pittsburgh, PA 15219-2749

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Patricia Giunta

Date: 4/10/98

Insert Address >>>


Video Pipe Services, Inc.
1566 Harding Highway, Route 40
Newfield, NJ 08344

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Raymond T. Reott
Title: Outside Counsel
Address: Jenner & Block
One IEM Plaza
Chicago, IL 60611

SETTLING DEFENDANTS' SIGNATURE PAGE

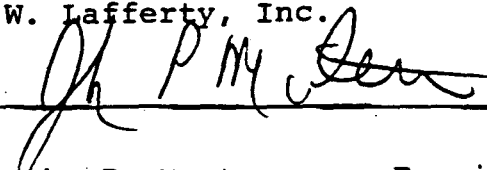
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

W. Lafferty, Inc.

Date: April 21, 1998

Insert Address >>>


John P. Montemurro, Esquire
TOMLIN, CLARK, HOPKIN & MONTEMURRO
20 E. Redman Avenue --
P.O. Box 1000
Haddonfield, NJ 08033

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John P. Montemurro, Esquire
Title: Attorney W. Lafferty, Inc.
Address: 20 E. Redman Avenue
P.O. Box 1000
Haddonfield, NJ 08033

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
W. L. Gore & Associates, Inc.

Date: April 8, 1998


David M. Latzko, Attorney

Insert Address >>> 551 Paper Mill Road
P.O. Box 9206
Newark, DE 19714-9206

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David M. Latzko
Title: Attorney
Address: 551 Paper Mill Road
P.O. Box 9206
Newark, DE 19714-9206

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

Date: _____

4/7/98

Insert Address >>>

FOR SETTLING DEFENDANT
W. R. GRACE & CO.-CONN.



MARK STOLER
ASSISTANT VICE PRESIDENT
ENVIRONMENT, HEALTH & SAFETY
ONE TOWN CENTER ROAD
BOCA RATON, FL 33486-1010

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: RODERIC MCLAREN
Title: SENIOR ENVIRONMENTAL COUNSEL
Address: 62 WHITTEMORE AVENUE
CAMBRIDGE, MA 02140

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4-13-98

Kevin Warner

Insert Address >>>

Warner Trash Removal
117 Hessian Avenue
National Park, NJ

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Kevin Warner

Title:

Owner

Address:

117 Hessian Ave National Park, NJ

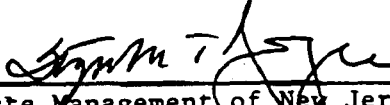
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FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>


Waste Management of New Jersey, Inc.
on behalf of O'Connor Corporation
1490 Southwest Boulevard
Vineland, NJ 08360

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Pamela S. Goodwin, Esquire
Title: Counsel for Waste Management of New Jersey, Inc.
Address: Saul, Ewing, Remick & Saul, LLP
214 Carnegie Center
Suite 202
Princeton, NJ 08540

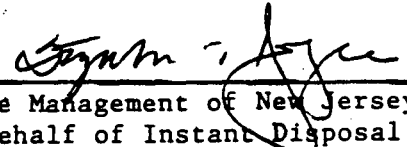
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FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>


Waste Management of New Jersey, Inc.,
on behalf of Instant Disposal
Service, Inc.
1490 Southwest Boulevard
Vineland, NJ 08360

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Pamela S. Goodwin, Esquire
Title: Counsel for Waste Management of New Jersey, Inc.
Address: Saul, Ewing, Remick & Saul, LLP
214 Carnegie Center
Suite 202
Princeton, NJ 08540

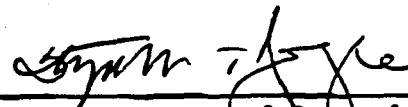
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FOR SETTLING DEFENDANT

Date: April 13, 1998

Insert Address >>>


Waste Management of Pennsylvania, Inc.,
on behalf of Schiavo Brothers, Inc.
1121 Bordentown Road
Morrisville, PA 19067

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Pamela S. Goodwin, Esquire
Title: Counsel for Waste Management of Pennsylvania, Inc.
Address: Saul, Ewing, Remick & Saul, LLP
214 Carnegie Center
Suite 202
Princeton, NJ 08540

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FOR SETTLING DEFENDANT
Westgrove Industrial Park

Date: 4-20-98

Marilyn Pfeiffer
Marilyn Pfeiffer
President
611 Delsea Drive
Westville Grove, N.J. 08093

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Marilyn Pfeiffer

Title: Preseident

Address: 611 Delsea Drive, Westville Grove, N.J. 08093

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT

Date:

4/3/98

David P. Shields

Insert Address >>>

WEST DEPTFORD TOWNSHIP-David P. Shields
400 Crown Point Road Mayor
P.O. Box 89
Thorofare, NJ 08086-0089

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Gerald White

Title: Administrator

Address: 400 Crown Point Road, P.O. Box 89
Thorofare, NJ 08086-0089

SETTLING DEFENDANTS' SIGNATURE PAGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site..

FOR SETTLING DEFENDANT

Date: 4/13/98

William Riemer Sanitary Rubbish Removal

Insert Address >>>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Sandra C. Hymowitz 

Title: Attorney for William Riemer Sanitary Rubbish Removal

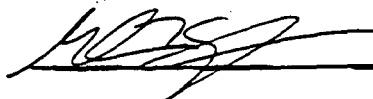
Address: 1617 JFK Blvd., Ste. 1600, Phila., PA 19103

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Helen Kramer et. al., Civ. No. 89-4340, relating to the Helen Kramer Landfill Superfund Site.

FOR SETTLING DEFENDANT
Zeneca Inc. (f/k/a ICI Americas Inc.)

Date: April 14, 1998

 Glenn M. Engelmann

Insert Address >>>

Zeneca Inc. (f/k/a ICI Americas Inc.)
1800 Concord Pike
P. O. Box 15438
Wilmington, DE 19850-5438

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Luke W. Mette
Title: Attorney
Address: Zeneca Inc., Environmental Law Dept.
1800 Concord Pike, P. O. Box 15438
Wilmington, DE 19850-5438